



**EXCHANGE AGREEMENT**

by and between

THE UNITED STATES GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

and

CITY OF FORT LAUDERDALE  
a Florida municipal corporation

**THIS EXCHANGE AGREEMENT** (the “Exchange Agreement”) is entered into as of this 12<sup>th</sup> day of DECEMBER, 2023, (“Effective Date”), by and between the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES and authorized representatives (the “Government” or “GSA”), an agency in the executive branch of the United States, whose mailing address is Regional Commissioner, Public Buildings Service (“PBS”), 77 Forsyth Street, S.W., Atlanta, Georgia, and the CITY OF FORT LAUDERDALE, FLORIDA (“City” or “Exchange Partner”), a Florida municipal corporation, duly organized under the laws of the State of Florida and existing pursuant to its Charter, whose mailing address is 100 N. Andrews Ave., Fort Lauderdale, FL, 33301, each individually a “Party” and collectively the “Parties.”

**RECITALS**

**WHEREAS**, section 412 of the GSA General Provisions, Consolidated Appropriations Act, 2005, Public Law 108-447, 118 Stat. 2809, 3259 (December 8, 2004) (“Section 412”) authorizes the Government to exchange real property or interests therein for construction services; and

**WHEREAS**, 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, Florida Unified Land Development Regulations, authorizes the City to provide construction services to the Government (Charter, Appendix A, Section 1), acquire interests in real estate (Section 1.01), and dispose of interests in real estate (Section 8.21), with such powers being vested in the city commission who may prescribe the manner in which those powers are exercised (Section 3.06); and

**WHEREAS**, this Exchange Agreement was approved by Resolution No. - 23- 225 by the City Commission of the City of Fort Lauderdale at a publicly noticed meeting held on October 3, 2023 at which a quorum was present; and





**WHEREAS**, on or about December 28, 2020, 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, being more particularly described in the legal description attached hereto as **Exhibit A**, incorporated herein and made part hereof, 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 judge’s 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, as shown in the Government’s site plan attached hereto as **Exhibit B**, incorporated herein and made part hereof (the “Exchange Parcel”); and

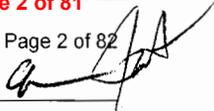
**WHEREAS**, the City finds that constructing a parking garage for the public serves a public purpose; and

**WHEREAS**, the Government desires to lease the Exchange Parcel to the City for 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), subject to the terms and conditions set forth herein, 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 otherwise the Government’s responsibility as part of the federal courthouse construction project, and (2) vacating SE 4<sup>th</sup> Avenue and SE 10<sup>th</sup> Ct.<sup>1</sup> so the Government can consolidate all seven parcels and make beneficial use of the Government Land unencumbered (hereinafter the “Exchange”); and

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<sup>1</sup> 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. C-22-27] 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.



City Managers Initials 

[REDACTED]

**WHEREAS**, the City desires to provide the aforementioned Construction Services and vacate SE 4<sup>th</sup> Avenue and SE 10<sup>th</sup> Ct in exchange for the Government granting the utility easement and Ground Lease, subject to the terms and conditions set forth herein, so that it can design, construct, maintain, and operate a public parking garage at its sole cost and expense on the Exchange Parcel, with the right to retain all revenue generated therefrom for a term of 22-years; and

**WHEREAS**, on June 16, 2022, the Parties, in furtherance of their commitment to conduct the Exchange, entered into a good faith letter of intent, attached hereto as **Exhibit C**, incorporated herein and made part hereof, memorializing their mutual intent to exchange the aforementioned Construction Services for a utility easement and Ground Lease, as further described herein; and

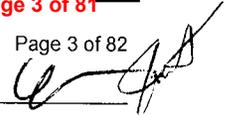
**WHEREAS**, on February 16, 2023, consistent with the Letter of Intent and the Parties' commitment to complete the Exchange as described herein, GSA granted the City a Right of Entry/Temporary Construction License, attached hereto as **Exhibit D**, incorporated herein and made part hereof, permitting the City to construct and operate its new sewer infrastructure improvements, with the understanding that GSA's grant of the utility easement and Ground Lease would occur after the City completed its Construction Services pursuant to the Letter of Intent and the order of precedence established in section 1.1 herein.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I  
THE EXCHANGE**

1.1. Agreement to Exchange. Subject to the terms and conditions set forth herein, and conditioned upon (a) the City's vacation of two City streets - SE 4<sup>th</sup> Ave. and SE 10<sup>th</sup> Ct., Fort Lauderdale, FL valued at \$2,027,000.00- and (b) the completion of Construction Services specified in the scopes of work for the City of Fort Lauderdale Design/Build Services Contract for Pump Station A-16 Upgrade-Wastewater, RFP # 12600-125 valued at \$2,725,570.00 and the City of Fort Lauderdale Design/Build Services Contract for Pump Station A-16 Upgrade-Water, RFP No. 12601-125 valued at \$1,881,743.00, both incorporated herein by reference and made part hereof,

[REDACTED]



[REDACTED]

as modified or amended pursuant to section 3.4 herein, and collectively valued at **\$6,634,313.00**, the Government agrees to convey to the City (c) a utility easement, in form and substance acceptable to the City and the Government, for a sewage lift station and associated sanitary sewage lines valued at \$129,000.00, the legal description of which shall be based on an as-built survey, reflecting the actual location of the improvements, and (d) a leasehold interest in the Exchange Parcel for a term of twenty-two (22) years (“Ground Lease”), valued at \$3,005,400.00 and located on approximately 1.25+/- acre portion of the Government’s Land shown in **Exhibit B<sup>2</sup>**, attached hereto and made part hereof, collectively valued at up to **\$3,134,400.00**, together with such other and further consideration as specified herein. The order of precedence for the Exchange is as follows:

(a) **City to Vacate City Streets.** The City shall first vacate SE 4th Avenue and SE 10<sup>th</sup> Court (“City Streets”), which bisect the Government’s Land, as more particularly described in the recitals above, legally described in Ordinance No. 22-26 and Ordinance No. 22-27 of the City of Fort Lauderdale, and as shown on the aerial diagram attached hereto as **Exhibit E**, record notice thereof, and provide a copy of the City Ordinances and recording to the Government. 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), the Ordinance vacating the City Streets shall be evidenced by a certificate, executed by the City Engineer and recorded in the Public Records of Broward County. The City Streets are valued at **\$2,027,000.00**.

(b) **City to Complete Construction Services.** Pursuant to the February 16, 2023, License attached hereto as Exhibit D and referenced in the recitals above, the City has commenced work on the Construction Services set forth in the scopes of work referenced in section 1.1 herein. The Construction Services are valued at **\$4,607,313.00**.

(c) **Government to Grant Utility Easement.** At any time after completion of section 1.1(a) herein, the Government shall grant to the City a utility easement, in form and substance acceptable to the City and the Government, for its sewer infrastructure improvements, as described herein. The utility easement is valued at **\$129,000.00**.

<sup>2</sup> The Parties acknowledge a legal description and boundary survey are being prepared for the Exchange Parcel and will be incorporated in and attached to the Ground Lease.

[REDACTED]

[REDACTED]

(d) **Government to Convey Ground Lease.** After successful completion of sections 1.1(a), 1.1(b) and 1.1(c) herein, the Government shall convey to the City a leasehold interest in the Exchange Parcel for a term of 22-years, subject to section 4.5.1 herein (pertaining to City financing). The Ground Lease is valued at up to **\$3,005,400.00**.

1.2 **Construction Services - Contract Price.** For purposes of the Construction Services described herein and set forth in the scopes of work referenced in section 1.1 herein, and as further modified or amended by the City pursuant to Section 3.4 herein, the contract price, which includes installation of associated sanitary sewage lines and a 30” water main, shall be a firm fixed price of **\$4,607,313.00**.

1.3 **License to Commence Construction Services.** Pursuant to the February 16, 2023, License for Non-Federal Use of Real Property, attached hereto as **Exhibit D**, the Government has granted to the City a License authorizing the City to commence work on the Construction Services (the “Work” or “Project”) described herein and the City has commenced said Work.

1.4 **License for Access to Exchange Parcel.** Upon request from the City, the Government shall grant the City access to the Exchange Parcel prior to conveyance of the leasehold interest under the terms and conditions set forth in a License Agreement, GSA Form 1582, attached hereto as **Exhibit F**.

1.5 **Stakeholder Approval.** This Exchange Agreement is subject to Government approval with notice to Congress and the Office of Management and Budget, who must be notified of the Exchange and given an opportunity to concur. This Exchange Agreement is also subject to the approval of the City Commission of the City of Fort Lauderdale.

**ARTICLE II  
CITY DUE DILIGENCE - EXCHANGE PARCEL**

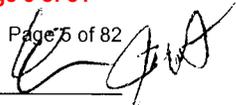
2.1 **Due Diligence.** The City acknowledges that it has the sole responsibility for conducting its own due diligence investigations and its own inspections relating to the Exchange Parcel. The term “due diligence” is defined in Article VII herein.

2.2 **Government Rights in Due Diligence Investigations.** The City, upon request, shall provide the Government copies of all reports and data concerning the Exchange Parcel that are produced in connection with the City’s due diligence investigations. The City shall include in each contract

[REDACTED]

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City Managers Initials                      

[REDACTED]

for investigation a provision that the contractor will indemnify and hold harmless the Government from any costs, claims, damages, loss or other costs, including fines and penalties, arising out of such investigation.

2.3 Access to Government Information. Upon request, the Government shall provide to the City access to information regarding the Exchange Parcel in Government's possession, consistent with applicable law and regulation. While the Government believes the studies, reports, and evaluations the Government made available to the City prior to entering into this Exchange Agreement are reliable, the Government makes no warranty about any information provided in those documents.

### ARTICLE III CITY CONSTRUCTION SERVICES

3.1 General Contractor Selection. The City acknowledges, pursuant to the Letter of Intent, that it entered into a competitive procurement to select a General Contractor to perform the Construction Services described herein and more particularly described in the scopes of work referenced in section 1.1 herein, as further modified or amended by the City pursuant to Section 3.4 herein. The City further acknowledges that pursuant to the Letter of Intent, it selected a qualified design consultant and general contractor to perform the construction services described herein.

3.2 Design Phase. The City, pursuant to the Letter of Intent, and as determined by the City and at the City's sole cost and expense, acknowledges that it hired and selected a design consultant and construction contractor for the design and construction of the Construction Services on Government Land. During the Design Phase, and consistent with the Letter of Intent, the Parties acknowledge that GSA had the right to review and comment on the design documents at specified intervals per the scope of work attached thereto.

3.3 Construction Phase. During the Construction Phase, the Government shall have periodic review and comment during performance of the Construction Services. The Parties acknowledge that Construction Services commenced on or about February 16, 2023, consistent with the Right of Entry/Temporary Construction License the Government granted to the City, attached hereto as **Exhibit D**, and that the Parties are adhering to the following oversight, inspection, and coordination activities for the Construction Services consistent with the Letter of Intent, attached hereto as **Exhibit C**:



(a) *Construction Schedule and Initial Construction Meeting:*

The City will furnish a detailed construction schedule (such as critical path method) to the Government within 30 working days of issuance of the Government's Notice to Proceed ("NTP"), or other document issued by the Government (e.g., GSA Form 1582 Right of Entry/Temporary Construction License), authorizing the City to commence work on the construction services described herein. The City will initiate a meeting to review the final design, address any final concerns, and review the projected schedule prior to the start of construction. A copy of all final design plans and construction drawings shall be provided to the Government.

(b) *Progress Reports:*

After start of construction, the City will, at the request of GSA, conduct meetings twice per month to brief GSA personnel and/or contractors regarding the progress of design and construction.

(c) *Access by the Government Prior to Acceptance:*

The Government shall have the right to access the construction site. The Government will coordinate the activity of any Government contractors, i.e., Construction Management Agent, ("CMa") with the City to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, the Government contractor on this project.

(d) *Construction Inspections:*

A GSA designated technical representative may periodically inspect the City's construction work to review compliance with the Scope of Work requirements and approved design. The City shall not be required to delay or stop work to facilitate the periodic reviews, witnessing of tests, and inspections by the Government. The Government's review will not constitute approval of the City's apparent progress toward meeting the Government's objectives but are intended to discover any information which GSA may be able to call to the City's attention to prevent costly misdirection of effort. The City will remain responsible for designing, constructing, and addressing deficiencies in full accordance with the requirements of the City's contract. The City is solely responsible for its contractor's compliance with the scope of work requirements for the Construction Services.

(e) *Progress Meetings*

GSA will assign a Project Manager (PM) to participate and provide review and comments during the design (if needed) and construction phases. The assigned PM or his or her designee will participate in progress meetings or regularly scheduled meetings based on the agreed upon schedule by the project team. GSA, based on funding availability, may also elect to engage a (CMa) to monitor compliance with the agreed Scope of Work, applicable codes, and ordinances.



[REDACTED]

3.4 City's Construction Contract. Performance of the scopes of work by the City's General Contractor shall be subject to the terms and conditions set forth in the construction contract between the City and its selected General Contractor ("Construction Contract"). The Parties agree that GSA shall not prescribe the means and methods by which the City endeavors to complete the scopes of work through its Construction Contract, which the City may modify or amend from time to time pursuant to its Construction Contract.

3.4.1 Firm-Fixed Price. The City has determined the total price for the Project is a firm-fixed price (FFP) of **\$4,607,313.00**. The Parties agree that if the total contract price for the construction services exceeds the FFP, the City is solely liable for those costs in excess of the FFP, whatever they may be, and there will be no cash equalization payment from the Government to the City to equalize the exchange values. Notwithstanding, the Government may, but is not obligated, to extend the term of the Ground Lease to equalize values for the Construction Services and vacation of City Streets relative to the term of the Ground Lease and utility easement.

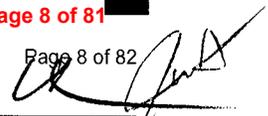
3.5 Diligent Prosecution: The City shall diligently prosecute the work to complete the Construction Services described herein so as to achieve Substantial Completion, as defined in Article VII herein. If this Exchange Agreement specifies different completion dates for different phases or portions of the Project, the City shall diligently prosecute the work so as to achieve Substantial Completion of such phases or portions of the work within the times specified.

3.6 Means and Methods of Performance. Unless otherwise expressly stated in the Exchange Agreement, the City shall be responsible for all means and methods employed in the performance of the Construction Contract.

3.7 Subcontractors. The City shall be responsible for coordinating all activities of subcontractors. This responsibility includes coordination and preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere and the installation of such work; scheduling of work by subcontractors; and use of the Project site for staging and logistics.

3.8 Hazardous materials or Hazardous substances. The City shall immediately bring to the Government's attention any hazardous materials or hazardous substances or conditions not disclosed in the contract documents discovered by or made known to the City during the performance of the Construction Contract.

[REDACTED]



[REDACTED]

3.9 Liability. The City shall be liable to the Government in accordance with applicable law for all damages to the Government caused by its contractor's or subcontractor's negligent performance of services furnished under its Construction Contract.

3.10 Construction Oversight. The City shall designate a senior government official or a principal of its municipal corporation, business, firm, or other senior management official to provide executive oversight and problem resolution resources to the Project for the entire life of the Agreement.

3.11 Project Schedule. The City shall anticipate the need for the Project Schedule to be subject to review and revision and devote sufficient resources for meetings, revisions, and resubmissions of the Project Schedule.

3.13. Notice of Substantial Completion. With reasonable advance notice, the City shall submit to the Government a written proposal recommending a Substantial Completion date ("Notice of Substantial Completion"), as defined in Article VII herein. The Government shall conduct an inspection and make a Determination of Substantial Completion, as defined in Article VII herein, within a reasonable time. If the Government takes exception to the Notice of Substantial Completion, the Exchange Partner shall be entitled to a written notice of conditions precluding determination of Substantial Completion.

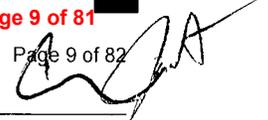
3.14 Written Determination of Substantial Completion by Government. Substantial Completion shall be established by the Government's issuance of a written determination specifying the date upon which the work specified herein is Substantially Complete, as defined in Article VII herein.

3.15 Contract Completion. The contract is complete ("Contract Completion"), as defined in Article VII herein, if and only if the City has vacated the city streets and completed all work and related obligations hereunder for the Construction services.

3.16 Insurance Requirements. The City shall obtain and maintain for the entire life of the Exchange Agreement, in addition to any insurance required by law, the insurance requirements as set forth in the License Agreement attached hereto as **Exhibit D**, which are as follows:

INSURANCE. The City shall cause its contractor(s), without expense to the Government, to obtain and maintain in full force and effect for the duration of the License 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

[REDACTED]



[REDACTED]

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. The City shall promptly provide GSA proof of insurance required by the Exchange Agreement in the form of a certificate of insurance. The City shall also provide all renewal certificates issued during the life of this Agreement as proof the required insurance has not lapsed. The City represents that, as an entity of local government in the State of Florida, it is self-insured.

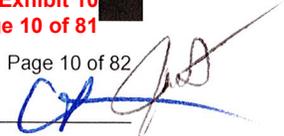
3.18 Historic Preservation Considerations. In accordance with the Letter of Intent, attached hereto as **Exhibit C**, the Parties agreed to cooperate with the other and the Florida State Historic Preservation Officer (SHPO) on any historic preservation issues that arose during performance of its Construction Services. Consistent with the Letter of Intent, the Parties acknowledge that the City provided GSA and the SHPO an opportunity to review and comment on any historic preservation items during the design process and prior to finalization of plans. The GSA Regional Historic Preservation Officer was assigned to represent GSA on all historic preservation matters.

3.19 Emergency Response. In emergency situations, the GSA Project Manager, Charles A. Hearn, will serve as the first point of contact on behalf of GSA. The Project Manager will provide emergency response and assistance during the performance period for the construction services. The Project Manager can be reached by telephone at (215) 370-6806 and email at *chuck.hearn@gsa.gov*. Emergency situation is a situation immediately impairing or threatening immediately to impair the Government Land or other property or causing or threatening to cause immediate injury to a person or persons located in or near the site for the Government Land.

#### ARTICLE IV EXCHANGE PARCEL

4.1 The Exchange Parcel. The Exchange Parcel consists of approximately 1.25 +/- acres of mostly raw unimproved land, except for an asphalt parking lot, located on the easternmost portion of the Government's Land, as shown on the Government's site plan attached hereto as **Exhibit B**, incorporated herein and made part hereof.

4.2 Condition of Property. The Exchange Parcel shall be conveyed in an "as is" condition, without any representation or warranty whatsoever by the Government or its agents concerning the state of repair or condition of the Exchange Parcel, except as may otherwise be specifically



[REDACTED]

provided hereunder or within the Ground Lease. The City agrees and acknowledges that the documents listed in **Exhibit G** (Government Site Investigation Reports) were made available by the Government prior to entering into this Exchange Agreement, and subject to the City’s rights set forth in Article II, that the City knows and accepts the condition and state of repair of the Exchange Parcel. The Government shall not be liable for any latent or patent defects in the Exchange Parcel, and the City acknowledges the Government has made no representation or warranty, express or implied, concerning the condition and state of repair of the Exchange Parcel nor any agreement or promise to alter, improve, adapt, or repair the Exchange Parcel. The City agrees that its decision to acquire a leasehold interest for 22 years in the Exchange Parcel is based solely upon its own independent investigation. Except as set forth in the Ground Lease and subject to the rights of the City set forth in Article II, the City has assumed all risks regarding all aspects of the Exchange Parcel and the condition thereof, including, without limitation: (a) the risk of any physical condition affecting the Exchange Parcel including, without limitation, the existence of any soils conditions or the existence of archeological or historical resources on the Exchange Parcel; (b) the risk of any damage or loss to the Exchange Parcel caused by any means including, without limitation, erosion, flood, or earthquake; (c) the risk of use, zoning, habitability, merchantability, value, or quality of the Exchange Parcel or the suitability of the Exchange Parcel for its present use or future development; and (d) the activities of the federal government and others on adjacent or other nearby lands.

4.3 Inspection. The Exchange Partner is invited, urged, and cautioned to inspect the Exchange Parcel prior to entering into this Exchange Agreement. The failure of the Exchange Partner to inspect, or to be fully informed as to the condition of all or any portion of the Exchange Parcel will not constitute grounds for any claim or demand for adjustment or withdrawal of the exchange values or terms agreed herein.

4.4 Fair Rental Value (FRV): The Government, at its sole cost and expense, conducted an appraisal on the Government Land to determine the FRV of a 22-year ground lease on the Exchange Parcel. Consistent with that appraisal, the Parties concur that the FRV of the 22-year Ground Lease is **\$3,005,400.00**. The Parties further agree that the fair market value (FMV) of the easement for the lift station and water main is **\$129,000.00**.

4.5 Ground Lease. Conveyance by the Government to the City of the Exchange Parcel will be made by Ground Lease, for a term of 22-years, on terms set forth and mutually agreed upon

[REDACTED]

[REDACTED]

by the Parties in a separate Ground Lease Agreement. The Parties acknowledge and agree that the final terms and conditions of the Ground Lease, including the legal description and boundary survey for the Exchange Parcel, will be established following the execution of this Exchange Agreement.

4.5.1 Subject To City Financing. The City shall have the right to reject a Ground Lease if the City is not able secure financing for the design and construction of the public parking garage on terms and conditions, including interest rates, acceptable to the City in its sole discretion. Such a determination will be made by the City upon consideration of revenue projections for the garage, cost of credit, pledge of revenue, operational and maintenance expenses and such other factors affecting the operation of a self-sustaining parking garage. In the event the City rejects the Ground Lease for lack of financing, the Government shall be released from all liability under this Exchange, including any and all claims for damages or payment for the services performed or streets vacated hereunder.

**ARTICLE V  
TERMINATION, DEFAULT, AND REMEDIES**

5.1 City Default: Failure to Proceed/Timely Complete. Should the City fail, within a reasonable time, to satisfy the conditions precedent set forth in section 1.1 herein for conveyance of the Exchange Parcel and utility easement, without excuse, such as but not limited to force majeure, then its right to proceed with performance under this Exchange Agreement to achieve Substantial Completion or Contract Completion as those terms are defined in Article VII herein shall terminate and Government shall not be obligated to convey nor the City obligated to accept the Exchange Parcel by Ground Lease.

5.2 Government Default: Failure to Convey Exchange Parcel. Should the Government fail to convey the Exchange Parcel, notwithstanding the City’s satisfaction of all conditions for conveyance of same, the City shall be entitled to whatever remedies at law may lie for consequential damages and costs incurred in performance of its obligations under this Agreement. The Exchange Partner shall not be entitled to specific performance or to exercise any other equitable remedy for the Government’s failure to perform.

5.3. Notice of Default and Opportunity to Cure. In the event of default by either Party, each shall have such remedies as are available under the law. In case of default of any term herein, the party claiming default shall first send written notice to the other party notifying them of the default and that Party with an opportunity to cure said default within a reasonable time.

[REDACTED]

[REDACTED]

5.4 Remedies Cumulative. The specified remedies available to the Government and the City under the terms of this Agreement are distinct, separate and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government or the City may be lawfully entitled in case of any breach or threatened breach by the City or the Government of any provisions of this Agreement. The failure of either Party to insist in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or a relinquishment of that Party's rights to future performance of any such term(s), covenants, or conditions by the other Party. No waiver by the Government or the City of any provisions of this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government or an authorized representative of the City as the case may be.

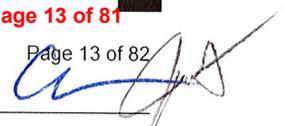
**ARTICLE VI  
GENERAL TERMS AND CONDITIONS**

6.1 Exchange Parcel Descriptions. General descriptions of the Exchange Parcel are provided for convenience of reference only. The legal description and boundary survey set forth in **Exhibit B** and attached hereto shall be controlling.

6.2 Days. Unless otherwise specified, all durations of time set forth in this Exchange Agreement shall refer to calendar days.

6.3 Business Day/Holidays. If the time period by which any right, option, or election provided under this Exchange Agreement must be exercised, or by which any act required hereunder must be performed, or by which any closing hereunder must be held, expires on a Saturday, Sunday, or legal or bank holiday under the laws of the State of Florida or the United States of America, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

6.4 Delivery of Notices. Any notice that a Party is required to, or may desire to, give to any other Party under this Exchange Agreement shall be made in writing and may be delivered (a) personally; (b) by United States mail, including registered or certified mail; (c) by commercial courier; or (d) by electronic mail. Any such notice shall be addressed as follows, subject to the right of a Party to designate a different address for itself by notice similarly given:



[REDACTED]

**IF TO THE GOVERNMENT**

Charles A. Hearn III, P.E.  
Project Manager  
General Services Administration  
Public Buildings Service / Southeast Sunbelt Region 4  
Project Delivery Division / Capital Project Branch (4P1PE)  
501 Polk Street  
Tampa, FL 33602  
Email: chuck.hearn@gsa.gov  
Cell Phone: (215) 370-6806

AND TO

Neil Landers  
National Real Property Acquisition Program Manager  
Office of Portfolio Management & Customer Engagement

Email: Neil.Landers@gsa.gov  
Phone: (817) 718-0554

WITH COPY TO

Tammi Snyder Queen  
Assistant Regional Counsel  
GSA Office of the General Counsel  
Southeast Sunbelt Division (LD4)  
77 Forsyth St. SW, First Floor  
Atlanta, GA 30303

**IF TO THE CITY:**

City of Fort Lauderdale  
Attn: City Manager  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

AND TO:

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

[REDACTED]

WITH COPY TO:

City of Fort Lauderdale  
Attn: City Attorney  
1 East Broward Blvd  
Suite 1605  
Fort Lauderdale, FL 33301

6.5 Receipt of Notices. Every notice, demand, order, direction, determination, requirement, consent, approval, request, or communication hereunder delivered in accordance with this Exchange Agreement above shall be deemed delivered on the date of the receipt at the address set forth above or such other address designated pursuant hereto. If, and only if, a party sends notice certified first-class mail, return receipt requested, and delivery is refused, the notice shall be deemed delivered as of the date of refusal.

6.6 Successors and Assigns. The City may not transfer or assign its rights and interests in or under this Exchange Agreement without the prior written consent of the Government. The terms and conditions of this Exchange Agreement and its attachments and Exhibits shall apply to and bind any permitted successors and assignees of the Parties hereto. Nothing in this Agreement shall be construed to create any rights of enforcement against any persons or entities not a Party hereto, nor shall this Agreement be construed to create any rights, interests, or third-party beneficiary status for any persons or entities not a signatory to this Agreement.

6.7 Officials Not to Benefit. No member of or delegate to the United States Congress shall be admitted to any share or part of this Exchange Agreement or to any benefit to arise therefrom. This provision shall not be construed to extend to this Exchange Agreement if made with a corporation for its general benefit.

6.8 Non-Discrimination. The City shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The City shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by applicable law setting forth the provisions of nondiscrimination.

[REDACTED]

6.9 Records and Books of Account. The City shall make available to the Government all records that it maintains with respect to this Agreement and copies of all reports required to be filed hereunder, all of which such records and reports must be retained by the City for a period of seven (7) years from the date prepared.

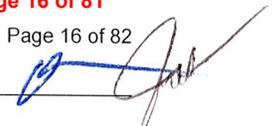
6.10 Open Records Compliance. The Government acknowledges that the City must comply with the public records laws of the State of Florida and the City acknowledges the Government must comply with the Freedom of Information Act.

6.11 Hold Harmless. Subject to the limitations of F.S. Section 768. 28, the City shall hold the Government harmless from any costs, claims, damages, loss or other costs, including fines and penalties, arising out of its or its contractors' performance of obligations under this Exchange Agreement, or activities undertaken by either, in furtherance of its purposes in entering into this Exchange Agreement.

6.12 Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Agreement, embody the entire agreement between the Parties and incorporates and includes all prior negotiations and agreements applicable to the matters contained herein. The Parties agree that this Agreement constitutes the entire understanding between the Parties and supersedes previous representations, whether written or oral, and any other written or oral agreement between the Parties. This Agreement may be amended or modified only by mutual agreement of the Parties in writing and signed by each of the Parties hereto.

6.13 No Joint Venture. Nothing contained in this Agreement shall make, nor shall be construed to make, the Parties hereto partners or joint venturers with each other. Neither shall anything in this Agreement render, nor be construed to render, either of the Parties hereto liable to any third party for debts or obligations of the other Party hereto.

6.14 Covenant Against Contingent Fees. The City warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of transactional representation. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or at its discretion, to require City to pay, in addition to the rental or other consideration, the full amount of such commission, percentage, brokerage or contingent fee.



[REDACTED]

6.15 Disputes. This Exchange Agreement, being a contract for the conveyance of an interest in real property in being, is not subject to the Contract Disputes Act. However, the City will be entitled to whatever remedies at law may lie for causes of action arising under this Exchange Agreement.

6.16 Effect of Disputes on Exchange Agreement Obligations. The interdependency of any disputed claims shall not suspend or excuse performance of any obligation of either Party under this Exchange Agreement.

6.17 Extension of Time for Performance. In the case of delay due to Force Majeure, the time within which the claiming Party must comply with any of the terms, covenants and conditions of this Exchange Agreement shall be extended by a period of time equal to the period of time that performance by the claiming Party is delayed or prevented by the causes specified above, provided that within thirty (30) days of the commencement of the cause of delay, the Party claiming the delay shall have notified the other Party of the existence of such cause of delay. "Force Majeure" shall mean any delay in completing or performing any obligation under this Exchange Agreement (other than a monetary obligation) which arises from causes beyond the control and without the fault or negligence of the Party claiming such delay. Examples of these causes are (1) acts of God or of the public enemy, (2) fires, (3) floods, (4) epidemics, (5) quarantine restrictions, (6) strikes, (7) freight embargoes, and (8) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Party claiming such delay. "Default" includes failure to make progress in the work so as to endanger performance.

6.18 Partial Invalidity. If any term or provision of this Agreement, or the application of the term or provision to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which the term or provision is held to be invalid or unenforceable, shall not be affected by the application, and each remaining term or provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

6.19 Anti-Deficiency Act. Nothing in this Agreement shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, as amended, 31 U.S.C.1341(a)(1)(A)-(B), 31 U.S.C. § 1342, and 31 U.S.C. § 1517(a).

6.20 Governing Law. This Agreement, and the rights and obligations of the City and GSA hereunder, will be governed by, and construed and interpreted in accordance with Federal law and

[REDACTED]

[REDACTED]

not the law of any city or locality; provided that as to all matters involving the common law of title to real property and the common law of grantor and grantee of real property, the law of the State of Florida will govern to the extent not inconsistent with Federal law.

6.21 Headings. The headings of the various Sections of this Agreement have been inserted for convenient reference only and shall not modify, amend, or change the express terms and provisions of this Agreement. References in this Agreement to "sections" and "subsections" refer to this Agreement unless otherwise indicated. Exhibits referred to in this Agreement are attached hereto and incorporated herein.

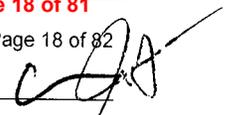
6.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but such counterparts together shall constitute one and the same instrument.

6.23 Recitals. The Recitals are incorporated herein by reference and made a part hereof.

6.24 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 as evidenced in its System Award Management registration to the Grantor:

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.

6.25 Signing Authority. Each Party represents and warrants that it has the legal authority to execute this Exchange Agreement on behalf of itself or its respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization, with



[REDACTED]

funding approval, in the amount of the value for the services and real property identified herein.

6.26 Effective Date. The effective date of this Agreement shall be the last date on which this Agreement has been signed by the designated representatives of the Parties hereto and as referenced on page 1 herein as the “Effective Date.”

**ARTICLE VII**  
**DEFINITIONS**

7.01 “Due Diligence” means the investigation of the facts and conditions, including but not limited to, physical and financial, of the Exchange Parcel by the Exchange Partner.

7.02 “Due Diligence Period” means the period in time after the Effective date of the Exchange Agreement but before the Effective Date of the Ground Lease wherein the Exchange Partner performs its due diligence investigations on the Exchange Parcel.

7.03 “Casualty” means a sudden, unexpected or unusual event e.g., fire, flood, hurricane, tornado, earthquake, or act of God, but excluding normal wear and tear or progressive deterioration.

7.04 “Hazardous Substances” has the same meaning as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. § 9601 et seq., and the regulations adopted pursuant to that Act. In addition, for purposes of this Agreement, the term “Hazardous Substances” also includes petroleum, including crude oil or a fraction thereof.

7.05 “Liabilities” means any and all damages, penalties, fines, claims, liens, suits, costs (including investigation and response actions), judgments, and expenses (including any attorney’s, consultant’s or expert’s fees and expenses) of every kind and nature, but excluding, punitive, incidental, special or consequential damages.

7.06 “Notice of Substantial Completion” means a written proposal submitted by the Exchange Partner to the Government recommending a Substantial Completion date.

7.07 “Substantial Completion” or “substantially complete” means if and only if the Exchange Partner has completed the work and related contract obligations in accordance with the Exchange Agreement, such that the Government may enjoy the intended access, occupancy, possession, and

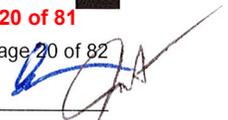
[REDACTED]

use of the entire work without impairment due to incomplete or deficient work, and without interference from the Exchange Partner’s completion of remaining work or correction of deficiencies in completed work. In no event shall the work be deemed “substantially complete” if all fire and life safety systems are not tested and accepted by the authority having jurisdiction, where such acceptance is required under the contract. Unless otherwise specifically noted, or otherwise clear from context, all references in the contract to “acceptance” shall refer to issuance of a written determination of substantial completion by the Government

7.08 “Determination of Substantial Completion” means a written determination of substantial completion issued by the Government to the Exchange Partner confirming the work (Construction Services) is substantially complete and accepted by the Government.

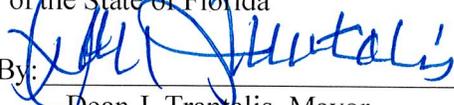
7.09 “Contract Completion” means the Exchange Partner’s contract obligations are complete if and only if the Exchange Partner has vacated the city streets and completed all work and related obligations, corrected all deficiencies and all punch list items for the Construction Services and complied with all conditions’ precedent to the conveyance of ground lease to the Exchange Parcel. The Exchange Partner shall not be entitled to conveyance of the Ground Lease to the Exchange Parcel until after it has achieved contract completion. If the Exchange Partner does not achieve contract completion within the time required by this contract, which is established to be 12/31/23, subject to force majeure, or other such time as the Government determines reasonable under the circumstances, then the Government shall be entitled, after providing notice to the Exchange Partner, to complete any work remaining unfinished and terminate this Agreement and thereafter the City and Government shall be released from any further liability under this Agreement.

[REDACTED]

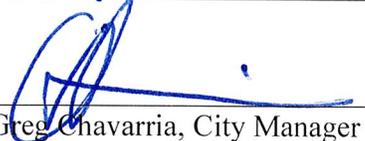


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

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

By:   
Dean J. Trantalis, Mayor

Date: 10/9/23

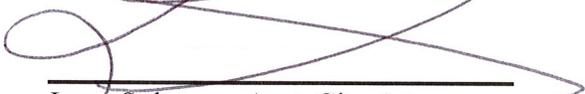
By:   
Greg Chavarria, City Manager

Date: 10-9-23

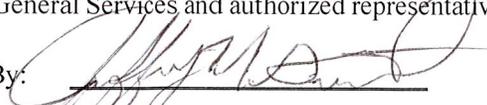
Attest:

  
for David R. Soloman, City Clerk

Approved as to Form and Correctness:  
Wayne M. Spence, Interim City Attorney

  
Lynn Solomon, Asst. City Attorney

**THE UNITED STATES OF AMERICA**  
acting by and through the Administrator of  
General Services and authorized representatives

By: 

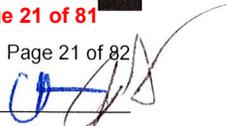
Its: \_\_\_\_\_  
Regional Commissioner

Date: 12-12-2023

Review and concurrence by:

For the United States:

  
12/12/2023  
DIVISION DIRECTOR





**ARTICLE X LIST OF EXHIBITS**

- Exhibit A      Legal Description of Government Land
- Exhibit B      Exchange Parcel - Aerial Image of “Structured Garage”
- Exhibit C      Letter of Intent with Attachments
- Exhibit D      License authorizing City to commence Construction Services
- Exhibit E      SE 4<sup>th</sup> Ave and SE 10<sup>th</sup> Ct. Aerial Diagram; Ordinances No.  
22-26 (amended by 23-29), and 22-27 (amended by 23-30),  
approved by the City Commission of the City of Fort  
Lauderdale
- Exhibit F      GSA Form 1582 -Blank Revocable License for Non-Federal Use of Real Property
- Exhibit G      List of Government Site Investigation Reports

## Exhibit A

### Legal Description of the Government Land

Lots 10, 11, 12, 13, 14 and 15, Block 2 LAUDERDALE, according to the plat thereof, as recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida and that 16-foot alley lying West of Lots 10, 11 and 12, and East of said Lots 13, 14 and 15 and LESS the West 15.00 feet of said Lots 13, 14 and 15 thereof;

AND:

PARCEL NO. 1, being a part of Lots 16, 17 and 18 of Block 2 of LAUDERDALE, according to the plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida described as follows:

Beginning at the point where the Western boundary line of said Lot 18 of Block 2, of LAUDERDALE intersects the Southern shore line of Tarpon River and run thence 82 feet Southerly along the Western boundary line of said Lots 18, 17 and 16 to a point of 28 feet North of the Southwestern corner of said Lot 16; thence run 92.08 feet Easterly parallel to and 28 feet North of the Southern boundary line of said Lot 16 to a point; thence run 108 feet Northerly parallel to and 92.08 feet distant from the Western boundary line of said Lots 16, 17 and 18 to a point where said Northerly line intersects the Southern boundary line of Tarpon River; thence run Westerly along the Southern boundary line of Tarpon River to a Point of Beginning. Less the West 15.00 feet thereof.

AND:

Parcel 1:

The West 2 feet of Lots 7, 8 and 9, less South 33 feet of the West 2 feet of Lot 9; and 16 foot wide vacated alley abutting the Westerly line of said Lots 7, 8, and 9, less South 33 feet thereof; and Lots 16, 17 and 18, less the West 92.08 feet thereof, and less the South 33 feet of said Lot 16; all in Block 2 of LAUDERDALE, according to the plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.

Parcel 2:

The North 5 feet of the South 33 feet of the West 2 feet of Lot 9, together with the North 5 feet of the South 33 feet of Lot 16, less the West 92.8 feet of said Lot 16, and also together with the North 5 feet of the South 33 feet of that certain 16 foot wide vacated alley lying West of Lot 9 and East of Lot 16, in Block 2 of LAUDERDALE, according to the Plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.

TOGETHER WITH:

Lots 7, 8, and 9, Block 2, LESS West 2 feet thereof, LAUDERDALE, according to the plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida, excepting therefrom the South 28 feet of Lot 9.

TOGETHER WITH:

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 fully described as follows:

**EAST PARCEL:**

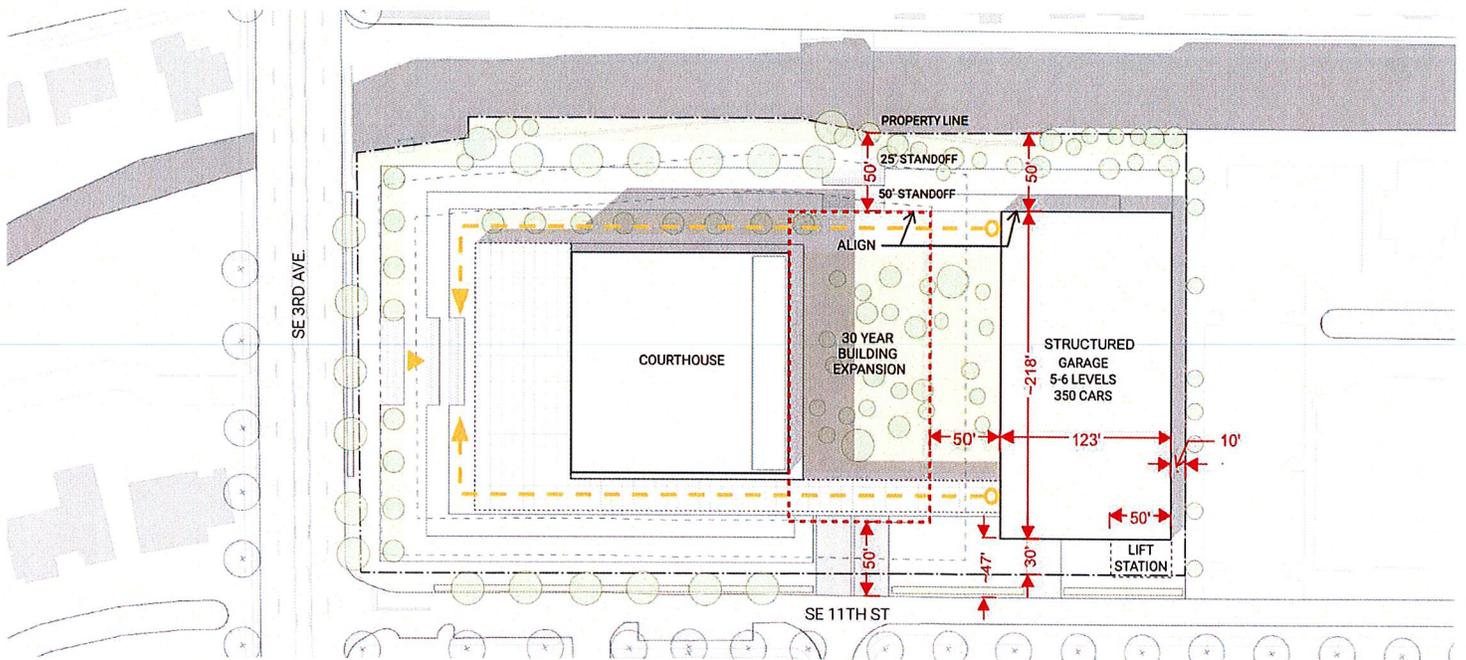
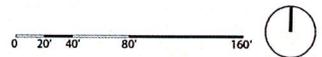
Parcel "A", REAMENDED PLAT OF BLOCK 3 LAUDERDALE, according to the plat thereof, as recorded in Plat Book 49, Page 39, of the Public Records of Broward County, Florida, LESS the East 75.00 feet thereof, more fully described as follows:

Beginning at the Southwest corner of said Parcel "A"; thence North 00 degrees 00 minutes 00 seconds East, on the West line of said Parcel "A", being the East right-of-way line of S.E. 4th Avenue, a distance of 300.00 feet to the Northwest corner of said Parcel "A"; thence North 89 degrees 56 minutes 00 seconds East, on the North line of said Parcel "A", being the South line of Tarpon River, a distance of 220.00 feet; thence South 00 degrees 00 minutes 00 seconds East, on a line 75.00 feet West of and parallel with the East line of said Parcel "A", a distance of 300.00 feet; thence South 89 degrees 56 minutes 00 seconds West, on the South line of said Parcel "A", being the North right-of-way line of S.E. 11th Street, a distance of 220.00 feet to the Point of Beginning.

**Exhibit B**

**Exchange Parcel (Site Plan showing Future Garage Location)**

**Tower**  
Site Plan



FORT LAUDERDALE FEDERAL COURTHOUSE  
SKIDMORE, OWINGS & MERRILL

SOM - 20210629 GARAGE PLAN  
CONFIDENTIAL - CONTROLLED UNCLASSIFIED INFORMATION (CUI)

**Exhibit C**  
**Letter of Intent with Attachments**



**GSA Southeast Sunbelt Region**

June 16, 2022

Ben Rogers  
Director, Transportation & Mobility  
City of Fort Lauderdale  
100 N Andrews Ave  
Fort Lauderdale, FL 33301

Subject: Exchange of Ground Lease for Construction Services  
New U.S. Federal Courthouse, Fort Lauderdale, Florida

Dear Mr. Rogers:

The purpose of this Letter of Intent is to summarize the basis upon which the Parties will endeavor to negotiate the terms and conditions of the Exchange consistent with this Letter of Intent and the Term Sheet, attached hereto as Exhibit A and incorporated herein by reference. Any capitalized term in this Letter of Intent that is not defined herein will have the meaning ascribed to it in the Term Sheet.

**1. Non-Binding Agreement.** This Letter of Intent is merely a statement of mutual intention at this time to conduct further negotiations consistent with the terms and conditions set forth herein, it is understood that the proposed Exchange is subject to further negotiation by the Parties and the review and approval thereof by their respective counsel and oversight authorities. It is further understood that neither this Letter of Intent nor any course of conduct by any Party prior to or subsequent to the date hereof will (i) constitute an obligation or commitment of any Party to enter into an Exchange, (ii) give rise to any obligation to enter upon or consummate the transaction contemplated herein or (iii) create any binding obligation whatsoever, except as explicitly stated herein. The provisions set forth in section 2, below, are the only binding provisions in this Letter of Intent. Unless otherwise explicitly stated in section 2, the provisions in section 2 will be enforceable by the Parties only until this Letter of Intent is terminated as provided in section 3, below, or is superseded by the Exchange (or other written agreement) between the Parties, if any.

## 2. Binding Terms.

A. Costs and Expenses. Each Party will bear its own costs and expenses payable to any person or entity retained by it in connection with this Letter of Intent or the Exchange.

B. Good Faith. Each Party agrees to negotiate in good faith.

C. Return of Documents. In the event the City has received any Confidential Information from GSA pertaining to the Exchange, and subsequently the Exchange is not executed for any reason, the City will promptly return all such materials to GSA. This provision survives termination of the Letter of Intent.

**3. Termination.** If the Parties fail to execute this Letter of Intent by a date that is 60 days from the date hereof, then this Letter of Intent will terminate automatically without the need for any further documentation unless the Parties agree, in writing, to extend the term. In addition, any Party may terminate this Letter of Intent prior to the full execution and delivery of the Exchange by delivering written notice of such termination to the other Party. Such termination will be effective upon receipt of said notice.

## 4. Miscellaneous Terms.

A. Notices. All notices and other communications arising under this Letter of Intent must be in writing and must be furnished by hand delivery; by United States certified mail, postage prepaid, return receipt requested; or by nationally available overnight next business day courier, charges prepaid, signature of recipient required, in each instance; if to GSA to William Landers and, if to the City to Chris Lagerbloom, at the addresses set forth immediately below. Either Party may change the notice address set forth below by serving five days prior written notice upon the other Party. Any such notice will be duly given upon the date it is delivered to the addresses (or, if delivery is refused, the date when delivery was first attempted) shown below:

the City:

Chris Lagerbloom  
City Manager  
City of Fort Lauderdale  
1100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

With a Copy to:

Ben Rogers  
Director, Transportation & Mobility  
City of Fort Lauderdale  
290 NE Third Avenue  
Fort Lauderdale, FL 33301

GSA:

Neil Landers  
National Real Property Acquisition Program Manager  
U.S. General Services Administration  
Office of Portfolio Management & Customer Engagement  
1609 Churchill Lane  
Mansfield, Texas 76063

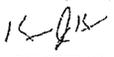
B. Modification. This Letter of Intent may be modified or amended only by written, mutual agreement of the Parties.

C. Governing Law. This Letter of Intent and any resulting Exchange to which GSA is a Party will be governed by applicable Federal law, and to the extent that no Federal law applies to the issue in question, then by the laws of the State of Florida. In the event of a conflict of laws in any matter involving GSA or the interests of the United States, Federal law will prevail. Nothing in this Letter of Intent or the Exchange will be deemed to waive the sovereign rights or legal defenses of the United States nor subject GSA or the United States to the jurisdiction of any State court. Nothing in this Letter of Intent shall be deemed a waiver of sovereign immunity in the favor of the City.

D. Counterparts. This Letter of Intent may be executed in counterparts, each of which will be deemed a duplicate original.

In summary, we believe that the terms set forth in this Letter of Intent are fair, equitable and consistent with our previous discussions. We are prepared to meet with you at your earliest convenience to resolve any outstanding issues. If the foregoing is acceptable, please so indicate by signing on the line provided below and returning a copy of this Letter of Intent to my attention. Your prompt attention to this matter is appreciated and we look forward to hearing from you soon.

Sincerely,

DocuSigned by:  
  
98969F5F03B8469...

Kevin J. Kerns  
Regional Commissioner  
GSA, Southeast Sunbelt Region  
Public Buildings Service

AGREED AND ACCEPTED:

CHRISTOPHER J. LAGERBLOOM

City (printed name)



Signature

Attachment

Exhibit A

7/8/22

Date

CITY MANAGER

Title

## **EXHIBIT A TERM SHEET**

### **1. Parties**

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives ("GSA" or "Government"), and the CITY OF FORT LAUDERDALE, FLORIDA ("the City"). GSA and the City are collectively referred to as the "Parties."

### **2. Premises**

The Federal Government owns a 3.4480 acre tract of land (improvements being a surfaced, striped parking lot and 5 residential homes), as described in Attachment 1, attached hereto and incorporated herein by reference, bounded on the North by the Tarpon River, on the South by SE 11th Street, on the West by SE 3rd Ave and on the East by a shared property line with the adjacent landowner(s), in Fort Lauderdale, Florida ("Government Land"), the Government Land is under the jurisdiction, custody and control of GSA.

### **3. Exchange**

The Parties will exchange a leasehold interest in 1.25 acres of Government Land for a term of 22- years (the "Ground Lease") and a utility easement on Government Land for design and construction services from the City that will include the relocation of a sewage lift station and the rerouting of a 30" water line. The City will also vacate SE 4th Avenue and SE 10th Ct. prior to performing the design and construction services contemplated herein.

### **4. Exchange Valuation**

GSA has caused an appraisal to be performed on the Government Land. GSA was responsible for its appraisal costs. The Parties agree that the Fair Rental Value (FRV) for the 22-year Ground Lease is \$3,005,400 and the Fair Market Value (FMV) of the easement for the relocated lift station is \$129,000 (in Exchange for the aforementioned services). GSA prepared an independent government estimate (IGE) for the design and construction services and the City received price estimates based on the Scope of Works (SOW) (Exhibit 2) and both have estimated these services for the relocation of the sewage lift station and relocation of the water line to be \$4,809,816. GSA has appraised the value of the vacation of SE 4th Avenue and SE 10th Ct at \$2,027,000. GSA reviewed the SOW's, and independently estimated the value of the services and vacated city streets. The Parties will reach a consensus on the value of the services.

The Parties agree that upon acceptance of the Letter of Intent, the City may advance its efforts in completing the Statement of Work's (Exhibit 2), at their risk, in advance of the Exchange and that any funds expended by the City will be applied to the Exchange Valuation identified in this Section.

### **5. Valuation Difference**

The Parties agree that there will be no equalization of the value difference in this Exchange.

## 6. City's Contract

"Design Phase," if needed - Upon the acceptance of the Letter of Intent, the City, at its sole cost and expense, will be responsible for the hiring and selecting of a design consultant and construction contractor for the design and construction of the services on the Government Land. During the Design Phase, GSA will have the right to review and comment on the design documents at the specified intervals per the "Scope of Work," attached and incorporated herein by reference. (Attachment 2)

"Construction Phase"- During the Construction Phase, the GSA will have periodic review and comment. The City will enter into a competitive procurement process for the selection of a General Contractor to perform the services

The Parties agree that the City is ultimately responsible for the selection of a qualified design consultant and general contractor. Additionally, the City is solely responsible and liable for its contractors' compliance with all applicable Scope of Work requirements as reviewed by GSA.

## 7. Assignment of Agreement

This Agreement is not assignable.

## 8. Insurance

The Parties acknowledge that the City is self-insured. The City will ensure the hired contractors procure and maintain liability insurance policies that will fully insure against any damage to the Government Land and or injury to its occupants. Such coverage shall name the United States of America as an additional insured, all subject in form and provisions to the satisfaction of the United States. Any indemnification provided to the City under its contracts will be made assignable to the United States.

## 9. Services for relocating sewage lift station and rerouting water line

### *Construction Schedule and Initial Construction Meeting:*

The City will furnish a detailed construction schedule (such as critical path method) to the Government within 30 working days of issuance of the Notice to Proceed, ("NTP"). The City will initiate a construction meeting to review the final design and address any final concerns and review the projected schedule prior to the start of construction.

### *Progress Reports:*

After start of construction, the City will, at the request of GSA, conduct meetings twice per month to brief GSA personnel and/or contractors regarding the progress of design and construction.

### *Access by the Government Prior to Acceptance:*

The Government will have the right to access the construction site. The Government will coordinate the activity of any Government contractors, i.e., Construction Management Agent, ("CMA") with the City to

minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, the Government contractor on this project.

*Construction Inspections:*

A GSA designated technical representative may periodically inspect construction work to review compliance with the Scope of Work requirements and approved design. The City shall not be required to delay or stop work to facilitate the periodic reviews, witnessing of tests, and inspections by the Government. The Government's review will not constitute approval of the City's apparent progress toward meeting the Government's objectives but are intended to discover any information which GSA may be able to call to the City's attention to prevent costly misdirection of effort. The City will remain responsible for designing, constructing, and addressing deficiencies in full accordance with the requirements of the City's contract.

**10. Historic Preservation Considerations**

GSA will cooperate with the City and the Florida State Historic Preservation Officer (SHPO) on any historic preservation issues. The City will provide GSA and the SHPO an opportunity to review and comment on any historic preservation items during the design process and prior to finalization of plans. The GSA Regional Historic Preservation Officer will represent the GSA on all historic preservation matters.

**11. Emergency Response**

In cases of emergency situations, someone from the GSA Service Center will serve as the first point of contact on behalf of GSA. The Service Center will provide 24-hour emergency response and assistance during the performance period for the construction services. The Customer Service Director can be reached at (305) 240-1398 and [robert.knutson@gsa.gov](mailto:robert.knutson@gsa.gov). Emergency situation is a situation immediately impairing or threatening immediately to impair the Government Land or other property or causing or threatening to cause immediate injury to a person or persons located in or near the site for the Government Land.

**12. Progress Meetings**

GSA will assign a Project Manager (PM) to participate and provide review and comments during the design (if needed) and construction phases. The assigned PM or his or her designee will participate in progress meetings or regularly scheduled meetings based on the agreed upon schedule by the project team. GSA, based on funding availability, may also elect to engage a (CMa) to monitor compliance with the agreed Scope of Work, applicable codes and ordinances.

**13. Authority**

GSA has the authority to enter into this Exchange pursuant to Section 412 of the GSA General Provisions, Consolidated Appropriations Act, 2005, Public Law 108-447, 118 Stat. 2809, 3259 (Dec. 8, 2004) (Section 412). The City's authority for this Exchange is pursuant to section 3.06 (Powers Vested in Commission; Limitations) of the Code of Ordinances for the City of Fort Lauderdale." In addition,

**14. Prior Acts**

The GSA is unaware of any pending lawsuits or encumbrances related to the Government Land. The City will remove any title encumbrance to its land, to which the other Party objects, that may be readily removed within a reasonable time and at reasonable expense.

**15. Notices**

If to: CITY OF FORT LAUDERDALE  
Attn: Chris Lagerbloom  
City Manager  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

If to: UNITED STATES OF AMERICA  
Attn: William Landers  
National Real Property Acquisition  
Program Manager  
U.S. General Services Administration  
1609 Churchill Lane  
Mansfield, TX 76063

With a Copy to:  
Ben Rogers  
Director, Transportation & Mobility  
City of Fort Lauderdale  
100 N Andrews Ave  
Fort Lauderdale, FL 33301

**16. Closing**

The Parties shall endeavor to execute the Exchange promptly, with a schedule to be mutually agreed upon by the Parties.

**17. City Commission Approval**

The terms of this transaction will be subject to final approval by the Fort Lauderdale City Commission.

**18. GSA Approval**

The terms of this transaction will be subject to final approval of the National Office stakeholders of GSA, OMB, and notification to Congress.

List of Attachments to Exhibit "A"

- 1 - Legal Description of Government Land
- 2 - Scopes of Work for Relocation of Lift Station, Sanitary Sewer Line Relocation and Rerouting of 30” WaterLine
- 3 - Map of Parcel with Exchange Agreement Area Boundaries

# ATTACHMENT 1

## Legal Description

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Lots 10, 11, 12, 13, 14 and 15, Block 2 LAUDERDALE, according to the plat thereof, as recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida and that 16-foot alley lying West of said Lots 10, 11 and 12, and East of said Lots 13, 14 and 15 and LESS the West 15.00 feet of said Lots 13, 14 and 15 thereof;

AND:

PARCEL NO. 1, being a part of Lots 16, 17 and 18 of Block 2 of LAUDERDALE, according to the plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida described as follows:

Beginning at the point where the Western boundary line of said Lot 18 of Block 2, of LAUDERDALE intersects the Southern shore line of Tarpon River and run thence 82 feet Southerly along the Western boundary line of said Lots 18, 17 and 16 to a point of 28 feet North of the Southwestern corner of said Lot 16; thence run 92.08 feet Easterly parallel to and 28 feet North of the Southern boundary line of said Lot 16 to a point; thence run 108 feet Northerly parallel to and 92.08 feet distant from the Western boundary line of said Lots 16, 17 and 18 to a point where said Northerly line intersects the Southern boundary line of Tarpon River; thence run Westerly along the Southern boundary line of Tarpon River to a Point of Beginning. Less the West 15.00 feet thereof.

AND:

Parcel 1:

The West 2 feet of Lots 7, 8 and 9, less South 33 feet of the West 2 feet of Lot 9; and 16 foot wide vacated alley abutting the Westerly line of said Lots 7, 8, and 9, less South 33 feet thereof; and Lots 16, 17 and 18, less the West 92.08 feet thereof, and less the South 33 feet of said Lot 16; all in Block 2 of LAUDERDALE, according to the plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.

Parcel 2:

The North 5 feet of the South 33 feet of the West 2 feet of Lot 9, together with the North 5 feet of the South 33 feet of Lot 16, less the West 92.8 feet of said Lot 16, and also together with the North 5 feet of the South 33 feet of that certain 16 foot wide vacated alley lying West of Lot 9 and East of Lot 16, in Block 2 of LAUDERDALE, according to the Plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.

TOGETHER WITH:

Lots 7, 8, and 9, Block 2, LESS West 2 feet thereof, LAUDERDALE, according to the plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida, excepting therefrom the South 28 feet of Lot 9.

TOGETHER WITH:

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 fully described as follows:

---

**EAST PARCEL:**

Parcel "A", REAMENDED PLAT OF BLOCK 3 LAUDERDALE, according to the plat thereof, as recorded in Plat Book 49, Page 39, of the Public Records of Broward County, Florida, LESS the East 75.00 feet thereof, more fully described as follows:

Beginning at the Southwest corner of said Parcel "A"; thence North 00 degrees 00 minutes 00 seconds East, on the West line of said Parcel "A", being the East right-of-way line of S.E. 4th Avenue, a distance of 300.00 feet to the Northwest corner of said Parcel "A"; thence North 89 degrees 56 minutes 00 seconds East, on the North line of said Parcel "A", being the South line of Tarpon River, a distance of 220.00 feet; thence South 00 degrees 00 minutes 00 seconds East, on a line 75.00 feet West of and parallel with the East line of said Parcel "A", a distance of 300.00 feet; thence South 89 degrees 56 minutes 00 seconds West, on the South line of said Parcel "A", being the North right-of-way line of S.E. 11th Street, a distance of 220.00 feet to the Point of Beginning.

# ATTACHMENT 2

## Scopes of Work

Water Main Relocation  
Scope of Work

The Project includes the design, permitting, construction, testing, and startup of a new watermain and related work. The scope of work includes:

1. New 30-inch internal diameter watermain connecting from the intersection of SE 9<sup>th</sup> St and the intersection of SE 4<sup>th</sup> Ave to SE 11<sup>th</sup> St and SE 3<sup>rd</sup> Ave.
2. The new watermain will be installed via open cut in SE 9<sup>th</sup> St and via HDD in SE 3<sup>rd</sup> Ave to cross Tarpon River under the bridge.
3. Work shall also include any demolition, reconstruction, relocation, and incidentals required within City right-of-way, and County right-of-way to complete the project.
4. Design/Build Firms can provide an alternate bid for installation of the pipe on SE 9<sup>th</sup> Street via HDD. DBF is responsible for verifying all existing conditions and site constraints.

Included in the scope of work are design, permitting, construction, as well as inspection, testing, construction certification and all associated work delineated herein or determined by the DBF as required to meet the Project intent. The RFP Documents, including the Design Criteria Package (DCP), and the successful proposal, shall form the terms and conditions of the Contract.

The DBF shall be responsible for design, any additional surveying, geotechnical investigations, borings, environmental investigation, compliance, preparation of completed permit submittal packages, and procurement of all required permits for construction, construction phasing, maintenance of traffic and all other related work or services.

This Design Criteria Package sets forth minimum requirements regarding design, construction, and maintenance of traffic during construction, including specifications and other requirements relative to project management, scheduling and coordination with other agencies and entities such as the state, county and local government environmental permitting agencies and the public.

Lift Station and Sanitary Sewer Line Relocation  
Scope of Work

The selected DBF shall perform the complete design, permitting, and construction of all aspects of the PROJECT to fulfill the intent of the PROJECT as described in this Design Criteria Package (DCP) and all supporting documents. Included in the PROJECT is the acquisition of all tools, equipment, materials, and other supplies including but not limited to fuel, power, water, and communication devices required to complete the PROJECT.

The work also includes the performance of all labor, work, and other operations required to complete the PROJECT. All work must be complete with all work, materials, and services not directly specified in the Contract Documents but necessary for the completion of the PROJECT to fulfill the intent of the CITY performed and installed by the DBF at no additional cost to the CITY above what is agreed upon in the Contract Documents.

PROJECT shall include:

1. Construction of a new submersible duplex wastewater pump station with control panel and electrical service (Pump Station A-16) relocated to a site approximately 210 feet east of the SE 4th Avenue and SE 11th Street intersection on SE 11th Street.
2. Construction of approximately 220 linear feet of new 18-inch PVC gravity sewer with new sanitary manholes from an existing sanitary sewer manhole located at the intersection of SE 4th Avenue and SE 11th Street to the new Pump Station A 16 location on SE 11th Street.
3. Connection of the new 18-inch PVC gravity sewer piping at the proposed Pump Station A-16 and with the existing manhole at the intersection of SE 4th Avenue and SE 11th Street as shown on the Conceptual Drawings.
4. Construction of approximately 2,150 linear feet of new 12-inch HDPE force main from the new Pump Station A-16 on SE 11th Street to a connection point with the CITY's existing 36-inch force main on SE 7th Street. As shown on the conceptual drawings, the proposed 12-inch force main route is along SE 11th Street, SE 3rd Avenue, SE 8th Street, and SE 4th Avenue. The 12-inch HDPE force main is proposed to be installed utilizing HDD methods, requires a subaqueous crossing where SE 3rd Street crosses Tarpon River, and includes approximately 170 linear feet of open cut, 12-inch C900 PVC pipe with DIP fittings at force main connections and bends. All costs associated with existing utility exploration, design development of the complete force main system including HDD and open cut plans and coordination as needed with the separate water related DBF are the responsibility of the DBF.
5. Connection of the new 12-inch HDPE force main at the proposed Pump Station A-16 on SE 11th Street and with an existing 36-inch force main at the intersection of SE 4th Avenue and SE 7th Street as shown on the Conceptual Drawings.
6. Abandon and decommission the existing wet pit/dry pit duplex Pump Station A-16 including controls and electrical service located on SE 4th Avenue just north of SE 11th Street.
7. Abandon all existing gravity sewer piping and sanitary manholes on SE 4th Avenue and SE 10th Court associated with the existing Pump Station A-16 as shown on the Conceptual Drawings.

8. Abandon all existing force main piping on SE 4th Avenue from the existing Pump Station A-16 to an existing sanitary manhole on SE 4th Avenue just south of SE 9th Court as shown on the Conceptual Drawings.

Additional to the design, permitting, and construction of the PROJECT, the DBF is to perform inspections, utility testing, construction certification, construction management, coordination with separate water main DBF, public involvement, equipment startup, and all associated work described in the DCP or as determined necessary by the DBF and confirmed by the CITY to fulfill the PROJECT intent. The terms and conditions of the contract shall consist of the RFP documents including the DCP with all exhibits and attachments in addition to the proposal accepted by the CITY.

The DBF will be responsible for the complete design, topographic survey, benthic survey, geotechnical reports, environmental reports, submittal and procurement of all required design, environmental, and construction permit packages, construction phasing, dewatering, stormwater pollution prevention, maintenance of traffic, public involvement, and all other related work/services. The DBF will assume all responsibilities associated with being the PROJECT Engineer of Record (EOR).

This DCP conveys the minimum requirements of the CITY regarding the design, permitting, construction, maintenance of traffic operations, management, and scheduling of the PROJECT including coordination with local, county, and state governments and regulating agencies necessary to obtain permits for construction.

ATTACHMENT 3  
Map of Exchange Parcel  
Boundaries

**Exhibit D**

**License Executed Feb. 16, 2023**

**REVOCAABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

1. LICENSE NUMBER

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, Special and General, hereinafter enumerated.

2. NAME OF LICENSEE City of Fort Lauderdale, a Florida Municipal Corporation		3. ADDRESS 100 North Andrews Avenue Fort Lauderdale, FL 33301	
4. PROJECT DESIGNATION AND ADDRESS Fort Lauderdale, FL - New U.S. Courthouse Project Site (See Exhibit C)		5. MAXIMUM PERIOD COVERED	
		FROM 12/1/2022	TO 11/30/2023
6. CONSIDERATION (\$) \$1.00			
7. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit "B" - The Licensed Area, attached hereto and made a part hereof.)			

8. PURPOSE OF LICENSE  
Right of Entry/Temporary Construction License to construct new sewer infrastructure improvements and License to operate new sanitary sewer utility infrastructure and facilities - See Special Condition #1

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

**I. SPECIAL CONDITIONS**

See Attached

**II. GENERAL CONDITIONS (see back page)**

That condition Numbers: B. Structures were deleted before the execution of this license.  
I. Notice  
K. Bond

GENERAL SERVICES ADMINISTRATION LICENSOR		LICENSEE	
DATED (Month, Day, Year) 2-16-2023		ACCEPTED (Month, Day, Year) 2/8/23	
BY (Signature) Lori P. Dennis		BY (Signature) Dean J. Trantalis	
NAME Lori P. Dennis		NAME DEAN J. TRANTALIS	
TITLE Disposal Contracting Officer		TITLE Mayor	

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

**CERTIFICATE OF CORPORATE LICENSEE**

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER
TITLE OF CERTIFIER
NAME OF LICENSE SIGNER
TITLE OF LICENSE SIGNER
SIGNATURE OF CERTIFIER

## II. GENERAL CONDITIONS

**A. COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the U.S. General Services Administration, hereinafter referred to as GSA.

~~**B. STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.~~

**C. LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (*collectively, Laws*) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

**D. SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

**E. DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

**F. INDEMNIFICATION.** Subject to the limitations of P.S. § 768.28, the licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of the licensee, including failure to comply with the obligations of said license.

**G. STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

**H. OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

~~**I. NOTICE.** Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.~~

**J. GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

~~**K. BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.~~

**L. EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

**M. FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

**N. ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

**O. NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (*Statutes - 78 Stat. 238, 252; United States Code - 42 U.S.C. 2000d*) and the applicable regulations of GSA (*Code of Federal Regulations - 41 CFR Subpart 101-6.2*).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for revocation of the license.

**P. NO MEMBER OF CONGRESS TO PARTICIPATE OR BENEFIT.** The provisions of the United States Code set forth at 18 U.S.C. § 431 (*Contracts by Member of Congress*) and 41 U.S.C. § 6306 (*Prohibition on Members of Congress making contracts with Federal Government*), as such provisions may be revised from time to time, are hereby incorporated in this license by this reference, as if set forth in full.

**Q. NATIONAL DEFENSE AUTHORIZATION ACT (NDAA) SUBSECTION 889.** The provisions of subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), as such provisions may be revised from time to time, are hereby incorporated in this License by this reference, as if set forth in full. In confirmation thereof, the Prospective Licensee must provide a Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, in the form attached hereto as Exhibit A and incorporated into this License by reference.

**R. LATE PAYMENTS.** Payments that are more than 120 days delinquent may be treated as a debt owed to the United States Government. The debt may be referred to the U.S. Department of the Treasury for collection. Interest and penalties may be assessed in accordance with 31 U.S.C. § 3717, as such provision may be amended from time to time, which is hereby incorporated in this License by this reference as if set forth in full. Additional information on interest, debts and penalties can be found in the GSA handout "Your Rights as a Debtor," which can be provided by the GSA Contracting Officer upon request. This provision does not limit the Licensor's rights to terminate the License upon nonpayment of rent or any other rights Licensor has under the License.

Exhibit A

**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (August 2020)**

NOTE: The term "Prospective Licensee" refers only to the entity that executes the license contract, and not U.S. affiliates, subsidiaries or parent companies of the entity.

(a) Definitions. As used in this provision-

*Covered telecommunications equipment or services* means any of the equipment or services listed in subsection (f) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable or Ethernet).

*Critical technology* means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement Number 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled --

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (*relating to assistance to foreign atomic energy activities*);

(4) Nuclear facilities, equipment and material covered by part 110 of title 10, Code of Federal Regulations (*relating to export and import of nuclear equipment and material*);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video or data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

PROSPECTIVE LICENSEE:

GOVERNMENT:

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CAM 26-0233

Exhibit 10

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*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system or service.

(b) *Prohibition.*

Subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in connection with any work under a Federal contract. Nothing in the prohibition shall be construed to --

(1) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming or interconnection arrangements; or

(2) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Prospective Licensee must review the Excluded Parties List in the System for Award Management (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Prospective Licensee represents that --

(1) It  will,  will not utilize covered telecommunications equipment or services in connection with any contract, subcontract or other contractual instrument, regardless of whether that use is in connection with any work under a Federal contract. The Prospective Licensee must provide the additional disclosure information required at subparagraph (e)(1) of this section, if the Prospective Licensee responds "will" in subparagraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Prospective Licensee represents that --

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The Prospective Licensee must provide the additional disclosure information required at subparagraph (e)(2) of this section, if the Prospective Licensee responds "does" in subparagraph (d)(2) of this section.

(e) *Disclosures.*

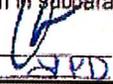
(1) Disclosure for the representation in subparagraph (d)(1) of this provision. If the Prospective Licensee has responded "will" in the representation in subparagraph (d)(1) of this provision, the Prospective Licensee must provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier (UEI), commercial and government entity (CAGE) code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

PROSPECTIVE LICENSEE: 

GOVERNMENT: 

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b)(1) of this provision.

(2) Disclosure for the representation in subparagraph (d)(2) of this provision. If the Prospective Licensee has responded "does" in the representation in subparagraph (d)(2) of this provision, the Prospective Licensee must provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

PROSPECTIVE LICENSEE OR LEGALLY AUTHORIZED REPRESENTATIVE:

Dean J. Trantalis, Mayor

NAME, ADDRESS: 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 (INCLUDING ZIP CODE)

TELEPHONE NUMBER: (954) 828-8571

SIGNATURE:

*Dean J. Trantalis*

DATE:

2/8/23

PROSPECTIVE LICENSEE:

GOVERNMENT:

*[Signature]*  
SFPD

I. SPECIAL CONDITIONS

1. Licensor hereby grants unto Licensee a non-exclusive, non-transferable License for sanitary sewer utility infrastructure and facilities, for the collection and transmission of sewage effluent, and the right to access and install, inspect, test, maintain, repair, relocate, rehabilitate and replace such sanitary sewer utility infrastructure and facilities from time to time within the Licensed Area and all other public purposes related thereto, as Licensee may deem necessary over, along, through, in, above, within and under the Licensed Area, said Licensed Area lying and being in Fort Lauderdale, Broward County, Florida, more particularly described in Exhibit B, attached hereto (the "Licensed Area").

Licensor further grants a Right of Entry / Temporary Construction License, which includes the right of ingress and egress, to abandon and decommission the existing sewer infrastructure and to construct the new sewer infrastructure improvements over, along, through, in, above or under the Licensed Area. Such License shall include the right to bring necessary labor, materials, equipment, tools and/or vehicles onto the Licensor's property to design, construct, inspect, survey and test the utility infrastructure improvements and to abandon and decommission the existing sewer infrastructure.

2. Licensor hereby covenants with said Licensee that Licensor is lawfully seized of fee simple title to the Licensed Area and that it shall not make any improvements within the Licensed Area that will conflict or interfere with the License granted herein.
3. The privileges granted by this shall terminate on November 30, 2023, unless further extended in writing by the Parties.
4. This License shall not be construed to grant or convey any interest or right in real property.
5. It is expressly agreed and understood that the Licensee shall be obligated to restore and repair any and all damage, to include seeding of any cut and/or fill slopes and asphalt patching that may occur to the property, as a result of the entry and construction performed on the property by the City, its agents, employees, and contractors, to a condition satisfactory to GSA.
6. The following paragraph is added to Section II (General Conditions)

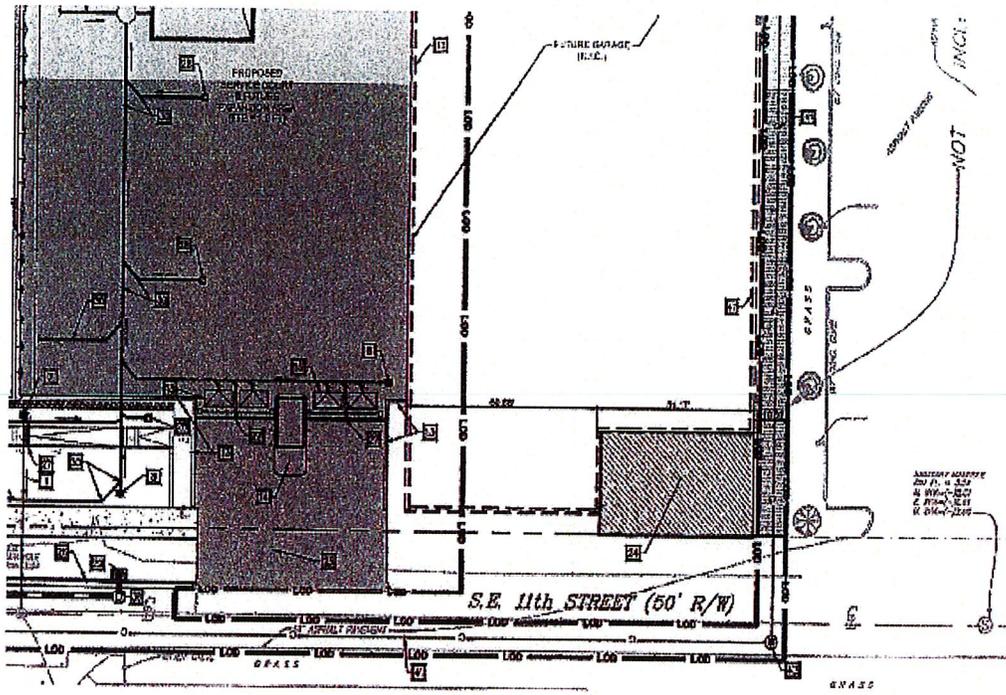
S. **INSURANCE.** The Licensee shall cause its contractor(s), without expense to Licensor, to obtain and maintain in full force and effect for the duration of the License hereof, at least \$5,000,000 in comprehensive general public liability and property damage insurance policies to cover claims arising 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.

7. The Licensee is self-insuring and understands and acknowledges that it accepts all risk and liability associated with this License.
8. Licensor has determined that granting this License is in the best interest of Licensor and that its interests will be served thereby.

FL  
JPD

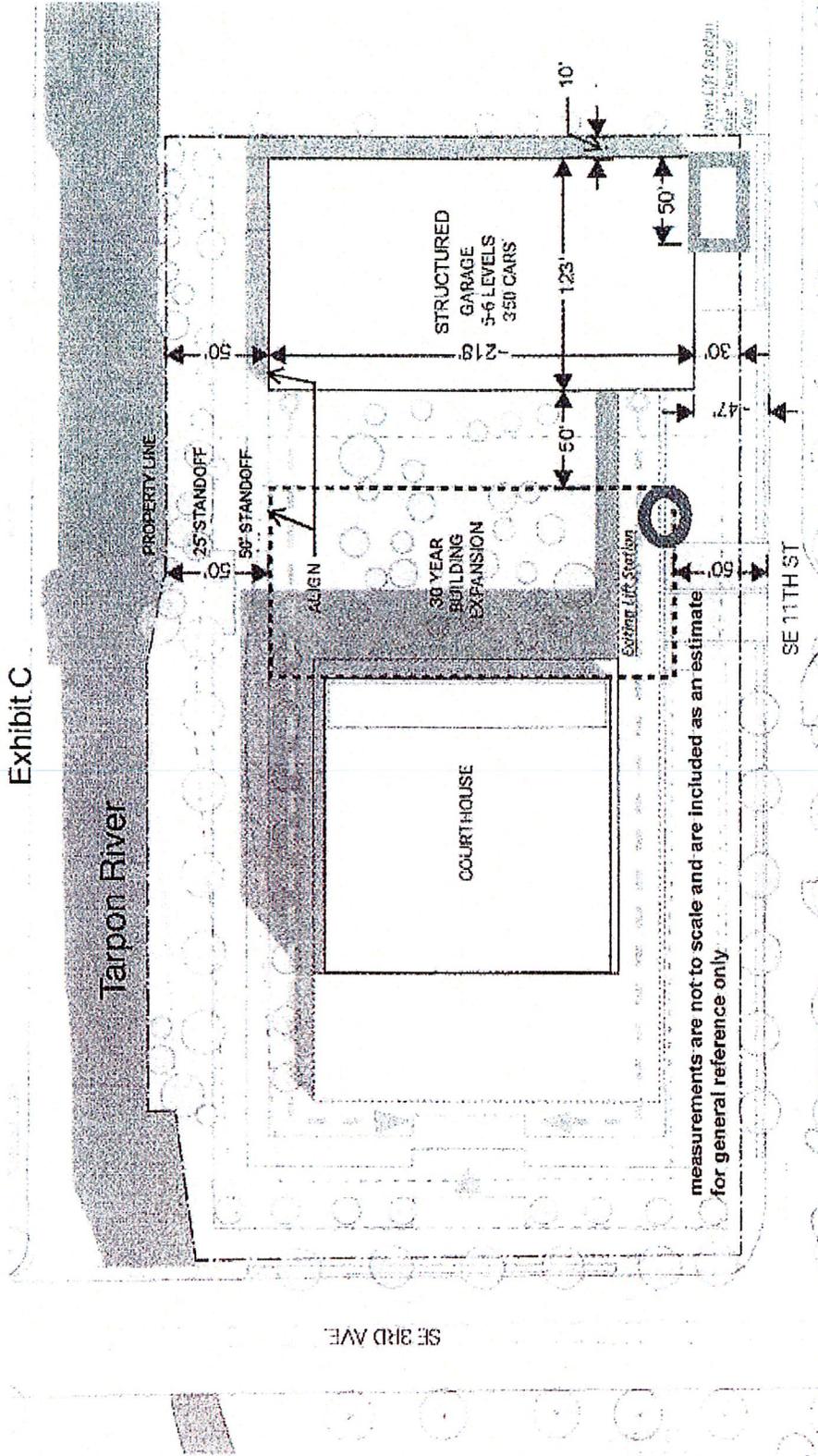
**EXHIBIT "B" FORT LAUDERDALE NEW LIFT STATION ON GSA PROPERTY**

Description of Licensed Area: The area licensed to the City is that Area depicted on the portion of the Site and Utility Plan, shown below, Field Keynote #24. It is an area of approximately 30'x50' located on the north east side of SE 11th Street along the property line adjacent with SE 11th street for connections to the public sewer.



FR  
SPD

Exhibit C

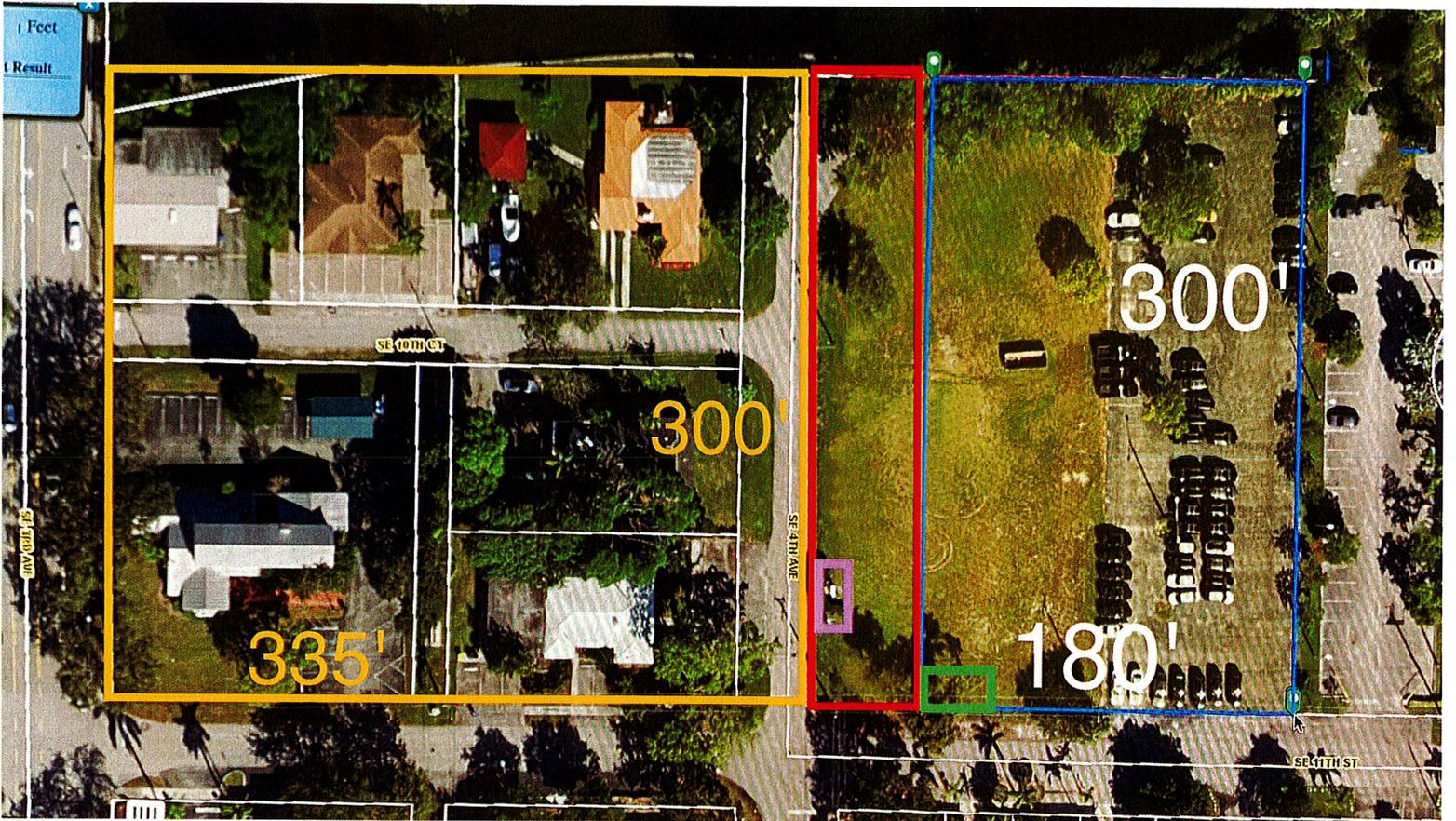


measurements are not to scale and are included as an estimate for general reference only

BL  
al  
DJP

**Exhibit E**

**Aerial Diagram depicting location of SE 4<sup>th</sup> Ave. and SE 10<sup>th</sup> Ct.**



ORDINANCE NO. C-22-26

AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA, VACATING THAT CERTAIN 50 FOOT WIDE SOUTHEAST 4<sup>TH</sup> AVENUE RIGHT-OF-WAY ADJACENT TO THE EAST LINE OF LOTS 7 THROUGH 12, BLOCK 2, "LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 9 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALSO ADJACENT TO THE WEST LINE OF PARCEL "A", "REAMENDED PLAT OF BLOCK 3 – LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 49 AT PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LOCATED NORTH OF SOUTHEAST 11<sup>TH</sup> STREET, SOUTH OF TARPON RIVER, WEST OF SOUTH FEDERAL HIGHWAY (STATE ROAD 5) AND EAST OF SOUTHEAST 3<sup>RD</sup> AVENUE, ALL SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

WHEREAS, the applicant, the City of Fort Lauderdale, Florida, applied for the vacation of a public right-of-way more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Planning and Zoning Board, at its meeting of May 18, 2022 (PZ Case No. UDP-V21004), recommended to the City Commission of the City of Fort Lauderdale ("City Commission") that they approve the application for the vacation of a public right-of-way as more particularly described and shown on Exhibit "A" attached hereto, subject to the conditions listed on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the City Clerk notified the public of a public hearing to be held on Tuesday, August 16, 2022, at 6:00 o'clock P.M., and Tuesday, September 6, 2022, at 6:00 o'clock P.M. in the City Commission Room, City Hall, Fort Lauderdale, Florida, for the purpose of hearing any public comment to the vacation of the right-of-way; and

WHEREAS, such public hearings were duly held at the time and place designated and due notice of same was given by publication as is required by law; and

WHEREAS, the City Commission has determined that the application for vacation of right-of-way meets the criteria in Section 47-24.6.A.4 of the City of Fort Lauderdale, Florida Unified Land Development Regulations (ULDR);

C-22-26

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

SECTION 1. The City Commission finds that the application for vacation of a right-of-way meets the criteria of Section 47-24.6 of the ULDR as enunciated and memorialized in the minutes of its meetings of August 16, 2022 and September 6, 2022, a portion of those findings expressly listed as follows:

- a. This segment of right-of-way only serves the applicant's properties abutting this portion of SE 4<sup>th</sup> Avenue, all of which are included in the proposed redevelopment project and is no longer needed as right-of-way for public purposes.
- b. The portion of SE 4<sup>th</sup> Avenue that is proposed to be vacated only serves the applicant's abutting properties. Alternative public access routes exist in and around adjacent streets without any impacts on circulation in the immediate area. Access from SE 3<sup>rd</sup> Avenue to South Federal Highway via SE 11<sup>th</sup> Street will remain unchanged.
- c. The proposed right-of-way vacation does not create any dead-end conditions. Vehicles will still be able to navigate SE 3<sup>rd</sup> Avenue and SE 11<sup>th</sup> Street.
- d. This segment of right-of-way only serves the applicant's properties abutting this portion of SE 4<sup>th</sup> Avenue. Future development plans will be required to include improved sidewalks along all street frontages, including on SE 3<sup>rd</sup> Avenue and SE 11<sup>th</sup> Street which will facilitate improved pedestrian connectivity from SE 3<sup>rd</sup> Avenue to South Federal Highway.

SECTION 2. That the public right-of-way located north of Southeast 11<sup>th</sup> Street, south of Tarpon River, west of South Federal Highway (State Road 5) and east of Southeast 3<sup>rd</sup> Avenue, as more particularly described in Exhibit "A" attached hereto, is hereby vacated, abandoned, and closed and shall no longer constitute a public right-of-way, subject to conditions listed on Exhibit "B" attached hereto and incorporated herein.

SECTION 3. That a copy of this Ordinance shall be recorded in the Public Records of Broward County by the City Clerk within 30 days from the date of final passage.

SECTION 4. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

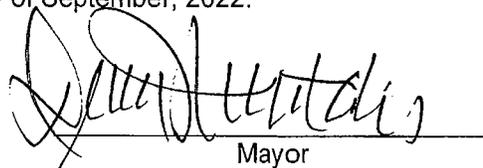
SECTION 5. That all ordinances or parts of ordinances in conflict herewith, are hereby repealed.

SECTION 6. Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 7. This approval is conditioned upon the applicant obtaining all other applicable state or federal permits before commencement of the development.

SECTION 8. That this Ordinance shall be in full force and effect upon the recordation in the public records of Broward County, Florida, of a certificate executed by the City Engineer evidencing that all conditions listed on Exhibit "B" attached hereto have been met. The applicant shall provide a copy of the recorded certificate to the City.

PASSED FIRST READING this 16<sup>th</sup> day of August, 2022.  
PASSED SECOND READING this 6<sup>th</sup> day of September, 2022.

  
\_\_\_\_\_  
Mayor  
DEAN J. TRANTALIS

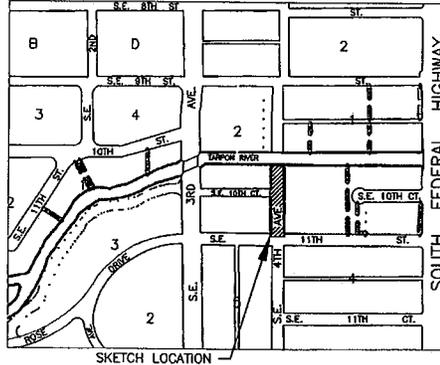
ATTEST:

  
\_\_\_\_\_  
City Clerk  
DAVID R. SOLOMAN

# SKETCH AND DESCRIPTION

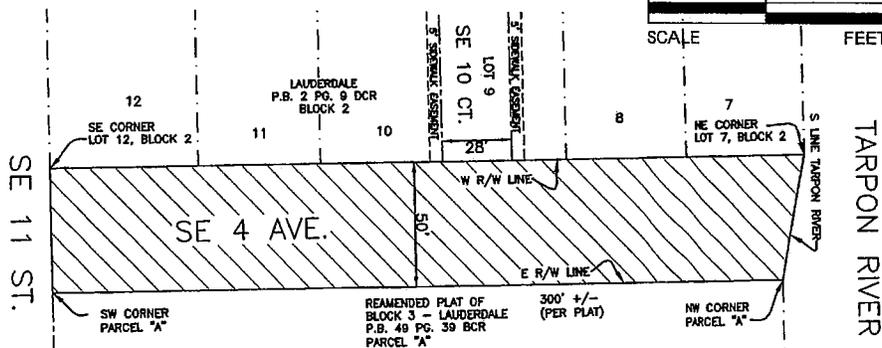
THIS IS NOT A SURVEY

LOCATION MAP



**LEGEND:**

- P.B. = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT OF WAY
- N.T.S. = NOT TO SCALE
- DCR = DADE COUNTY RECORDS
- BCR = BROWARD COUNTY RECORDS



**DESCRIPTION: SE 4 AVENUE VACATION**

A PORTION OF SOUTHEAST 4 AVENUE RIGHT OF WAY, BOUNDED ON THE WEST BY THE EAST LINE OF LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 2, "LAUDERDALE" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 9 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BOUNDED ON THE EAST BY THE WEST LINE 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, BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE TARPON RIVER AND BOUNDED ON THE SOUTH BY A LINE FROM THE SOUTHEAST CORNER OF SAID LOT 12, BLOCK 2, TO THE SOUTHWEST CORNER OF SAID PARCEL "A".

ALL SAID LANDS SITUATE LYING AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 15,251 SQUARE FEET OR 0.3501 ACRES MORE OR LESS.

**NOTES:**

- 1) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 2) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 1

I HEREBY CERTIFY THAT THE HEREIN SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, PREPARED UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027.

DATED: DECEMBER 10th, 2021; JUNE 7th, 2022

MICHAEL W. DONALDSON *Michael W. Donaldson* 6/7/22  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6490  
 STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
EXHIBIT 1		
FEDERAL COURTHOUSE VACATION OF SE 4 AVENUE		
BY: S.P.	ENGINEERING	DATE: 12/10/21
CHK'D M.D.	DIVISION	SCALE: 1"=50'

Exhibit "A"

**EXHIBIT "B"**

**CONDITIONS OF APPROVAL  
CASE NO. UDP-V21004**

1. Any City infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the City's Public Works Department, unless otherwise stipulated in an agreement between the City and the applicant;
2. Any other utility infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the applicable utility agency or service provider; and,
3. The vacating ordinance shall be in full force and effect on the date a certificate, executed by the City Engineer, is recorded in the public records of Broward County, Florida. The certificate shall state that all conditions of the vacation have been met. A copy of the recorded certificate must be provided to the City.



**CERTIFICATION**

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this 13<sup>th</sup> day of September, 2023  
*[Signature]* City Clerk

**ORDINANCE NO. C-23-29**

AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING ORDINANCE NO. C-22-26 TO MODIFY EXHIBIT "B" – CONDITIONS OF APPROVAL RELATIVE TO VACATION OF THAT CERTAIN 50 FOOT WIDE SOUTHEAST 4<sup>TH</sup> AVENUE RIGHT-OF-WAY ADJACENT TO THE EAST LINE OF LOTS 7 THROUGH 12, BLOCK 2, "LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 9 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALSO ADJACENT TO THE WEST LINE OF PARCEL "A", "REAMENDED PLAT OF BLOCK 3 – LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 49 AT PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LOCATED NORTH OF SOUTHEAST 11<sup>TH</sup> STREET, SOUTH OF TARPON RIVER, WEST OF SOUTH FEDERAL HIGHWAY (STATE ROAD 5) AND EAST OF SOUTHEAST 3<sup>RD</sup> AVENUE, ALL SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

WHEREAS, on September 6, 2022, the City Commission of the City of Fort Lauderdale, Florida, passed Ordinance No. C-22-26 (PZ Case No. UDP-V21004) vacating that certain 50-foot wide right-of-way more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Exhibit "B" to Ordinance No. C-22-26 set forth the following conditions of approval:

1. Any City infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the City's Public Works Department, unless otherwise stipulated in an agreement between the City and the applicant;
2. Any other utility infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and

ORDINANCE NO. C-23-29

PAGE 2

accepted by the applicable utility agency or service provider; and,

3. The vacating ordinance shall be in full force and effect on the date a certificate, executed by the City Engineer, is recorded in the public records of Broward County, Florida. The certificate shall state that all conditions of the vacation have been met. A copy of the recorded certificate must be provided to the City.

WHEREAS, AT&T has subsequently confirmed that it has no objection as to the right-of-way vacation (Exhibit 5 to CAM # 23-0830) which necessitates the modification of Condition No. 2, above as set forth on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the City Clerk notified the public of a public hearing to be held on Tuesday, August 22, 2023, at 6:00 o'clock P.M., or as soon thereafter as can be heard, and Tuesday, September 5, 2023, at 6:00 o'clock P.M., or as soon thereafter as can be heard, at The Parker located at 707 N.E. 8<sup>th</sup> Street, Fort Lauderdale, Florida, for the purpose of hearing any public comment to the amendment of Ordinance No. C-22-26; and

WHEREAS, such public hearings were duly held at the time and place designated and due notice of same was given by publication as is required by law;

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

SECTION 1. The City Commission finds that based on the Letter of No Objection received from AT&T, it is appropriate to amend Ordinance No. C-22-26, specifically Conditions No. 2 of the conditions of approval, as reflected in Exhibit "B" attached hereto and incorporated herein.

SECTION 2. That a copy of this Ordinance shall be recorded in the Public Records of Broward County by the City Clerk within 30 days from the date of final passage.

SECTION 3. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 4. That all ordinances or parts of ordinances in conflict herewith, are hereby repealed.

C-23-29

CAM 26-0233  
Exhibit 10  
Page 61 of 81

ORDINANCE NO. C-23-29

PAGE 3

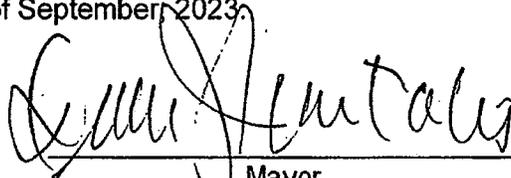
**SECTION 5.** Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

**SECTION 6.** This approval is conditioned upon the applicant obtaining all other applicable state or federal permits before commencement of the development.

**SECTION 7.** That this Ordinance shall be in full force and effect upon the recordation in the public records of Broward County, Florida, of a certificate executed by the City Engineer evidencing that all conditions listed on Exhibit "B" attached hereto and incorporated herein have been met. The applicant shall provide a copy of the recorded certificate to the City.

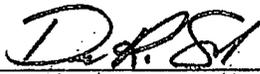
PASSED FIRST READING this 22<sup>nd</sup> day of August, 2023.

PASSED SECOND READING this 5<sup>th</sup> day of September, 2023.

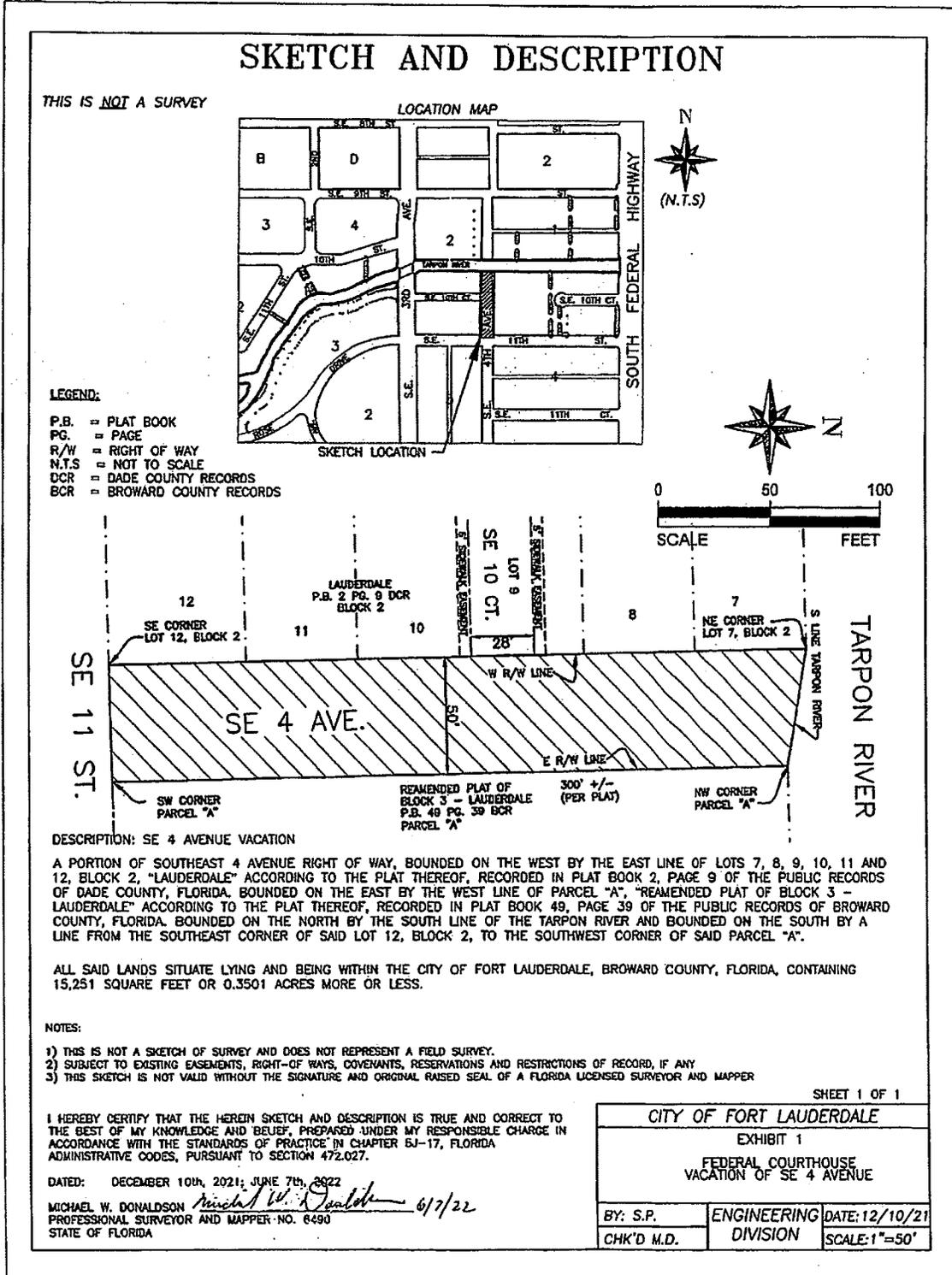


Mayor  
DEAN J. TRANTALIS

ATTEST:



City Clerk  
DAVID R. SOLOMAN



CAM 26-0233  
 Exhibit 10  
 Page 63 of 81

**EXHIBIT "B"**

**CONDITIONS OF APPROVAL  
CASE NO. UDP-V21004**

1. Any City infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the City's Public Works Department, unless otherwise stipulated in an agreement between the City and the applicant;
- ~~2. Any other utility infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the applicable utility agency or service provider; and,~~
2. Any other utility infrastructure known or unknown and found to be within the vacated area shall be relocated at United States of America's, acting by and through the Administrator of General Services, expense and an engineer's certificate may be issued by the City upon issuance of a letter from the utility provider stating no objection to the proposed vacation; and
3. The vacating ordinance shall be in full force and effect on the date a certificate, executed by the City Engineer, is recorded in the public records of Broward County, Florida. The certificate shall state that all conditions of the vacation have been met. A copy of the recorded certificate must be provided to the City.

ORDINANCE NO. C-22-27

AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA VACATING THAT CERTAIN 28 FOOT WIDE RIGHT OF WAY KNOWN AS "SOUTHEAST 10<sup>TH</sup> COURT" BEING A PORTION OF LOTS 9 AND 16, BLOCK 2, "LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 9 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LOCATED NORTH OF SOUTHEAST 11<sup>TH</sup> STREET, SOUTH OF TARPON RIVER, WEST OF SOUTHEAST 4<sup>TH</sup> AVENUE AND EAST OF SOUTHEAST 3<sup>RD</sup> AVENUE, ALL SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

WHEREAS, the applicant, the City of Fort Lauderdale, Florida, ("City") applied for the vacation of a public right-of-way more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the said public right-of-way was conveyed to the City through a deed recorded in Deed Book 565 Page 273 of the Public Records of Broward County, Florida in 1946 to be used as a public street; and

WHEREAS, the City has maintained or repaired the street continuously and uninterruptedly for approximately 76 years; and

WHEREAS, the Planning and Zoning Board, at its meeting of May 18, 2022 (PZ Case No. UDP-V21005), recommended to the City Commission of the City of Fort Lauderdale ("City Commission") that they approve the application for the vacation of a public right-of-way as more particularly described and shown on Exhibit "A" attached hereto, subject to the conditions listed on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the City Clerk notified the public of a public hearing to be held on Tuesday, August 16, 2022, at 6:00 o'clock P.M., and Tuesday, September 6, 2022, at 6:00 o'clock P.M. in the City Commission Room, City Hall, Fort Lauderdale, Florida, for the purpose of hearing any public comment to the vacation of the right-of-way; and

WHEREAS, such public hearings were duly held at the time and place designated and due notice of same was given by publication as is required by law; and

WHEREAS, the City Commission has determined that the application for

vacation of right-of-way meets the criteria in Section 47-24.6.A.4 of the City of Fort Lauderdale, Florida Unified Land Development Regulations (ULDR);

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

SECTION 1. The City Commission finds that the application for vacation of a right-of-way meets the criteria of Section 47-24.6 of the ULDR as enunciated and memorialized in the minutes of its meetings of August 16, 2022 and September 6, 2022, a portion of those findings expressly listed as follows:

- a. This segment of right-of-way only serves the applicant's properties abutting this portion of SE 10<sup>th</sup> Court, all of which are included in the proposed redevelopment project and is no longer needed as right-of-way for public purposes.
- b. The portion of SE 10<sup>th</sup> Court that is proposed to be vacated only serves the properties within the proposed redevelopment project site. Alternative public access routes exist in and around adjacent streets without any impacts on circulation in the immediate area. Access from SE 3<sup>rd</sup> Avenue to South Federal Highway via SE 11<sup>th</sup> Street will remain unchanged.
- c. The proposed right-of-way vacation does not create any dead-end conditions. Vehicles will still be able to navigate SE 3<sup>rd</sup> Avenue and SE 11<sup>th</sup> Street. Future development plans will be required to include improved sidewalks along all street frontages, including on SE 3<sup>rd</sup> Avenue and SE 11<sup>th</sup> Street which will facilitate improved pedestrian connectivity from SE 3<sup>rd</sup> Avenue to South Federal Highway.
- d. This segment of right-of-way only serves the applicant's properties abutting this portion of SE 10<sup>th</sup> Court. Future development plans will be requested to include improved sidewalks along all street frontages, including on SE 3<sup>rd</sup> Avenue and SE 11<sup>th</sup> Street which will facilitate improved pedestrian connectivity from SE 3<sup>rd</sup> Avenue to South Federal Highway.

SECTION 2. That the public right-of-way located north of Southeast 11<sup>th</sup> Street, south of Tarpon River, west of Southeast 4<sup>th</sup> Avenue and east of Southeast 3<sup>rd</sup> Avenue, as more particularly described in Exhibit "A" attached hereto, is hereby vacated, abandoned, and closed and shall no longer constitute a public right-of-way, subject to conditions listed on Exhibit "B" attached hereto and incorporated herein.

SECTION 3. That a copy of this Ordinance shall be recorded in the Public Records of Broward County by the City Clerk within 30 days from the date of final passage.

SECTION 4. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 5. That all ordinances or parts of ordinances in conflict herewith, are hereby repealed.

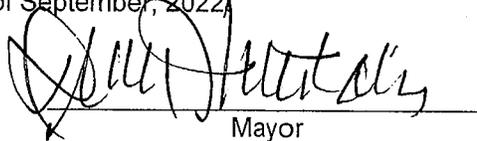
SECTION 6. Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 7. This approval is conditioned upon the applicant obtaining all other applicable state or federal permits before commencement of the development.

SECTION 8. That this Ordinance shall be in full force and effect upon the recordation in the public records of Broward County, Florida, of a certificate executed by the City Engineer evidencing that all conditions listed on Exhibit "B" attached hereto have been met. The applicant shall provide a copy of the recorded certificate to the City.

PASSED FIRST READING this 16<sup>th</sup> day of August, 2022.

PASSED SECOND READING this 6<sup>th</sup> day of September, 2022.



Mayor  
DEAN J. TRANTALIS

ATTEST:

  
City Clerk  
DAVID R. SOLOMAN



**EXHIBIT "B"**

**CONDITIONS OF APPROVAL  
CASE NO. UDP-V21005**

1. Any City infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the City's Public Works Department, unless otherwise stipulated in an agreement between the City and the applicant;
2. Any other utility infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the applicable utility agency or service provider; and,
3. The vacating ordinance shall be in full force and effect on the date a certificate, executed by the City Engineer, is recorded in the public records of Broward County, Florida. The certificate shall state that all conditions of the vacation have been met. A copy of the recorded certificate must be provided to the City.



CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 13<sup>th</sup> day of September, 2023

*[Signature]* City Clerk

ORDINANCE NO. C-23-30

AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING ORDINANCE NO. C-22-27 TO MODIFY EXHIBIT "B" – CONDITIONS OF APPROVAL RELATIVE TO VACATION OF THAT CERTAIN 28-FOOT WIDE RIGHT OF WAY KNOWN AS "SOUTHEAST 10<sup>TH</sup> COURT" BEING A PORTION OF LOTS 9 AND 16, BLOCK 2, "LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 9 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LOCATED NORTH OF SOUTHEAST 11<sup>TH</sup> STREET, SOUTH OF TARPON RIVER, WEST OF SOUTHEAST 4<sup>TH</sup> AVENUE AND EAST OF SOUTHEAST 3<sup>RD</sup> AVENUE, ALL SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

WHEREAS, on September 6, 2022, the City Commission of the City of Fort Lauderdale, Florida, passed Ordinance No. C-22-27 (PZ Case No. UDP-V21005) vacating that certain 28-foot wide right-of-way more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Exhibit "B" to Ordinance No. C-22-27 set forth the following conditions of approval:

1. Any City infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the City's Public Works Department, unless otherwise stipulated in an agreement between the City and the applicant;
2. Any other utility infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the applicable utility agency or service provider; and,
3. The vacating ordinance shall be in full force and effect on the date a certificate, executed by the City Engineer, is recorded in the public records of Broward County, Florida.

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The certificate shall state that all conditions of the vacation have been met. A copy of the recorded certificate must be provided to the City.

WHEREAS, AT&T has subsequently issued a Letter of No Objection as to the right-of-way vacation (Exhibit 5 to CAM # 23-0718) which necessitates the modification of Condition No. 2, above as set forth on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the City Clerk notified the public of a public hearing to be held on Tuesday, August 22, 2023, at 6:00 o'clock P.M., as soon thereafter as can be heard, and Tuesday, September 5, 2023, at 6:00 o'clock P.M., or as soon thereafter as can be heard, at The Parker located at 708 N.E. 8<sup>th</sup> Street, Fort Lauderdale, Florida, for the purpose of hearing any public comment to the amendment of Ordinance No. C-22-27; and

WHEREAS, such public hearings were duly held at the time and place designated and due notice of same was given by publication as is required by law.;

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

SECTION 1. The City Commission finds that based on the Letter of No Objection received from AT&T, it is appropriate to amend Ordinance No. C-22-27, specifically Condition No. 2 of the conditions of approval, as reflected in Exhibit "B" attached hereto and incorporated herein.

SECTION 2. That a copy of this Ordinance shall be recorded in the Public Records of Broward County by the City Clerk within 30 days from the date of final passage.

SECTION 3. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 4. That all ordinances or parts of ordinances in conflict herewith, are hereby repealed.

SECTION 5. Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

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ORDINANCE NO. C-23-30

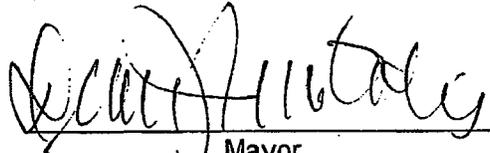
PAGE 3

SECTION 6. This approval is conditioned upon the applicant obtaining all other applicable state or federal permits before commencement of the development.

SECTION 7. That this Ordinance shall be in full force and effect upon the recordation in the public records of Broward County, Florida, of a certificate executed by the City Engineer evidencing that all conditions listed on Exhibit "B" attached hereto and incorporated herein have been met. The applicant shall provide a copy of the recorded certificate to the City.

PASSED FIRST READING this 22<sup>nd</sup> day of August, 2023.

PASSED SECOND READING this 5<sup>th</sup> day of September, 2023.



Mayor  
DEAN J. TRANTALIS

ATTEST:

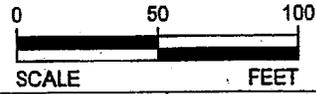
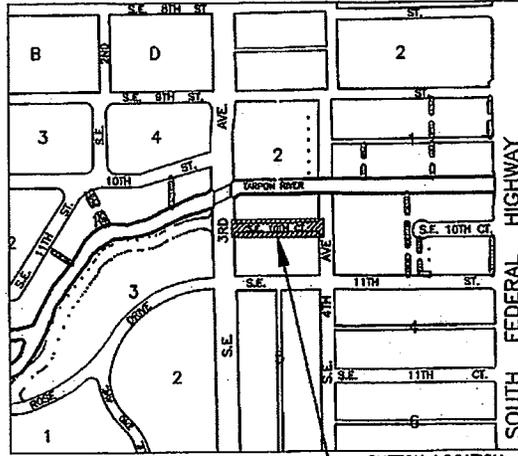


City Clerk  
DAVID R. SOLOMAN

# SKETCH AND DESCRIPTION

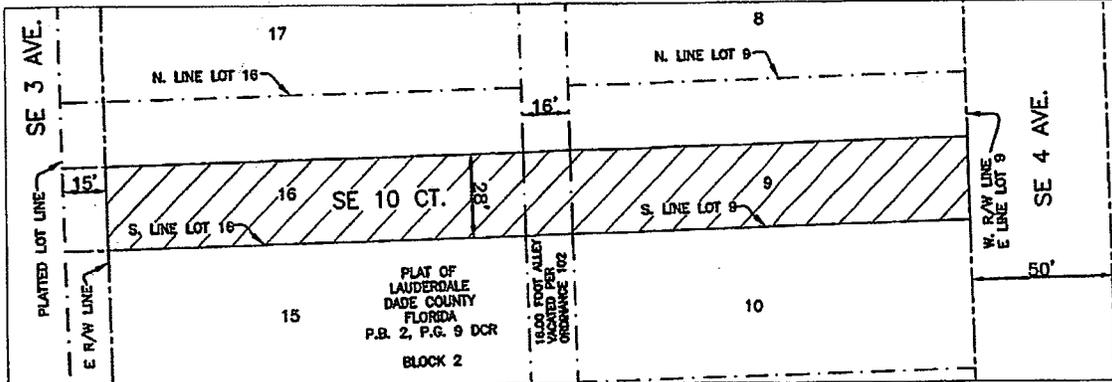
THIS IS NOT A SURVEY

LOCATION MAP NOT TO SCALE



**LEGEND:**

- P.B. = PLAT BOOK
- P.G. = PAGE
- R/W = RIGHT OF WAY
- DCR = DADE COUNTY RECORDS



**DESCRIPTION: SE 10 COURT VACATION**

A PORTION OF SOUTHEAST 10 COURT RIGHT OF WAY, IN BLOCK 2, "LAUDERDALE" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 9 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID PORTION DESCRIBED IN DEED BOOK 565, PAGE 273 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED BELOW:

THE SOUTH 28.00 FEET OF LOTS 9 AND 16 OF SAID BLOCK 2 AND A PORTION OF THE VACATED ALLEY LYING BETWEEN SAID LOTS 9 AND 16. SAID ALLEY VACATED BY ORDINANCE NUMBER C-102 ADOPTED BY THE CITY COMMISSION ON JANUARY 26, 1942. LESS THE WEST 15.00 FEET OF SAID LOT 16.

ALL SAID LANDS SITUATE LYING AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 8,442 SQUARE FEET MORE OR LESS.

**NOTES:**

- 1) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 2) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 1

I HEREBY CERTIFY THAT THE HEREM SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, PREPARED UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.023.

DATED: DECEMBER 9th, 2021

MICHAEL W. DONALDSON  
PROFESSIONAL SURVEYOR AND MAPPER NO. 6480  
STATE OF FLORIDA

*Michael W. Donaldson* 12/13/21

CITY OF FORT LAUDERDALE		
EXHIBIT 1		
FEDERAL COURTHOUSE VACATION OF SE 10 COURT		
BY: S.P.	ENGINEERING DIVISION	DATE: 12/9/2021
CHK'D M.D.		SCALE: 1"=50'

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**EXHIBIT "B"**

**CONDITIONS OF APPROVAL  
CASE NO. UDP-V21005**

1. Any City infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the City's Public Works Department, unless otherwise stipulated in an agreement between the City and the applicant;
- ~~2. Any other utility infrastructure known or unknown and found to be within the vacated area shall be relocated at applicant's expense, or easements granted, and the relocated facilities shall be required to be inspected and accepted by the applicable utility agency or service provider; and,~~
2. Any other utility infrastructure known or unknown and found to be within the vacated area shall be relocated at United States of America's, acting by and through the Administrator of General Services, expense and an engineer's certificate may be issued by the City upon issuance of a letter from the utility provider stating no objection to the proposed vacation; and
3. The vacating ordinance shall be in full force and effect on the date a certificate, executed by the City Engineer, is recorded in the public records of Broward County, Florida. The certificate shall state that all conditions of the vacation have been met. A copy of the recorded certificate must be provided to the City.

**Exhibit F**  
**GSA FORM 1582 License - Blank**

**REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

1. LICENSE NUMBER

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, Special and General, hereinafter enumerated.

2. NAME OF LICENSEE	3. ADDRESS
---------------------	------------

4. PROJECT DESIGNATION AND ADDRESS	5. MAXIMUM PERIOD COVERED	
	FROM	TO

6. CONSIDERATION (\$)

7. DESCRIPTION OF PROPERTY AFFECTED  
*(As shown on Exhibit \_\_\_\_\_, attached hereto and made a part hereof.)*

8. PURPOSE OF LICENSE

**9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:**  
**I. SPECIAL CONDITIONS**

**II. GENERAL CONDITIONS** *(see back page)*

That condition(s) Number(s)	was (were) deleted before the execution of this license.
<b>GENERAL SERVICES ADMINISTRATION LICENSOR</b>	<b>LICENSEE</b>
DATED <i>(Month, Day, Year)</i>	ACCEPTED <i>(Month, Day, Year)</i>
BY <i>(Signature)</i>	BY <i>(Signature)</i>
NAME	NAME
TITLE	TITLE

*If Licensee is a Corporation, the following Certificate of Licensee must be executed:*

**CERTIFICATE OF CORPORATE LICENSEE**

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)	NAME OF CERTIFIER
	TITLE OF CERTIFIER
	NAME OF LICENSE SIGNER
	TITLE OF LICENSE SIGNER
	SIGNATURE OF CERTIFIER

---

## II. GENERAL CONDITIONS

**A. COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the U.S. General Services Administration, hereinafter referred to as GSA.

**B. STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

**C. LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (*collectively, Laws*) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

**D. SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

**E. DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

**F. INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of the licensee, including failure to comply with the obligations of said license.

**G. STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

**H. OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

**I. NOTICE.** Any property of the licensee installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

**J. GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

**K. BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

**L. EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

**M. FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

**N. ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

**O. NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (*Statutes - 78 Stat. 238, 252; United States Code - 42 U.S.C. 2000d*) and the applicable regulations of GSA (*Code of Federal Regulations - 41 CFR Subpart 101-6.2*).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for revocation of the license.

**P. NO MEMBER OF CONGRESS TO PARTICIPATE OR BENEFIT.** The provisions of the United States Code set forth at 18 U.S.C. § 431 (*Contracts by Member of Congress*) and 41 U.S.C. § 6306 (*Prohibition on Members of Congress making contracts with Federal Government*), as such provisions may be revised from time to time, are hereby incorporated in this license by this reference, as if set forth in full.

**Q. NATIONAL DEFENSE AUTHORIZATION ACT (NDAA) SUBSECTION 889.** The provisions of subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), as such provisions may be revised from time to time, are hereby incorporated in this License by this reference, as if set forth in full. In confirmation thereof, the Prospective Licensee must provide a Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, in the form attached hereto as Exhibit A and incorporated into this License by reference.

**R. LATE PAYMENTS.** Payments that are more than 120 days delinquent may be treated as a debt owed to the United States Government. The debt may be referred to the U.S. Department of the Treasury for collection. Interest and penalties may be assessed in accordance with 31 U.S.C. § 3717, as such provision may be amended from time to time, which is hereby incorporated in this License by this reference as if set forth in full. Additional information on interest, debts and penalties can be found in the GSA handout "Your Rights as a Debtor," which can be provided by the GSA Contracting Officer upon request. This provision does not limit the Licensor's rights to terminate the License upon nonpayment of rent or any other rights Licensor has under the License.

Exhibit A

**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (August 2020)**

NOTE: The term "Prospective Licensee" refers only to the entity that executes the license contract, and not U.S. affiliates, subsidiaries or parent companies of the entity.

(a) Definitions. As used in this provision-

*Covered telecommunications equipment or services* means any of the equipment or services listed in subsection (f) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable or Ethernet).

*Critical technology* means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement Number 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled --

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (*relating to assistance to foreign atomic energy activities*);

(4) Nuclear facilities, equipment and material covered by part 110 of title 10, Code of Federal Regulations (*relating to export and import of nuclear equipment and material*);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., *connection of a customer of telephone provider A to a customer of telephone company B*) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video or data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

PROSPECTIVE LICENSEE: \_\_\_\_\_  
GOVERNMENT: \_\_\_\_\_

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*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system or service.

(b) *Prohibition.*

Subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in connection with any work under a Federal contract. Nothing in the prohibition shall be construed to --

(1) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming or interconnection arrangements; or

(2) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Prospective Licensee must review the Excluded Parties List in the System for Award Management (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Prospective Licensee represents that --

(1) It  will,  will not utilize covered telecommunications equipment or services in connection with any contract, subcontract or other contractual instrument, regardless of whether that use is in connection with any work under a Federal contract. The Prospective Licensee must provide the additional disclosure information required at subparagraph (e)(1) of this section, if the Prospective Licensee responds "will" in subparagraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Prospective Licensee represents that --

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The Prospective Licensee must provide the additional disclosure information required at subparagraph (e)(2) of this section, if the Prospective Licensee responds "does" in subparagraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in subparagraph (d)(1) of this provision. If the Prospective Licensee has responded "will" in the representation in subparagraph (d)(1) of this provision, the Prospective Licensee must provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier (UEI), commercial and government entity (CAGE) code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

PROSPECTIVE LICENSEE: \_\_\_\_\_  
GOVERNMENT: \_\_\_\_\_

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(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b)(1) of this provision.

(2) Disclosure for the representation in subparagraph (d)(2) of this provision. If the Prospective Licensee has responded "does" in the representation in subparagraph (d)(2) of this provision, the Prospective Licensee must provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

**PROSPECTIVE LICENSEE OR LEGALLY AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**NAME, ADDRESS:**  
*(INCLUDING ZIP CODE)*  
\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROSPECTIVE LICENSEE:** \_\_\_\_\_  
**GOVERNMENT:** \_\_\_\_\_

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## **Exhibit G**

### **List of Fort Lauderdale Site Investigation Reports**

- Geotechnical Engineering Report for the New Courthouse in Fort Lauderdale, FL, prepared by Terracon Consultants, Inc., September 23, 2021 / Revised November 10, 2021, Terracon Project No. 34215061 (142 pages) ... (64 Pages)
- Phase I Environmental Site Assessment (ESA) for the Proposed Federal Courthouse (Hudson Site), Project No. 74198, June 30, 2020, prepared by O'Brien & Gere Engineers, Inc., a Ramboll Company, (1213 pages)
- Final National Environmental Policy Act (NEPA) Environmental Assessment for the proposed site acquisition and construction of a new federal courthouse in Fort Lauderdale, FL, as prepared by Ramboll, September 2020, Project No. 74198 (77 Pages) with Addendum dated Nov. 16, 2021 (12 pages) and Mitigated Finding of No Significant Impact (FONSI) dated Nov. 19, 2020