
LEASE AGREEMENT

between

**MAKI 500, LLC
A Florida Limited Liability Company
(Landlord)**

and

**CITY OF FORT LAUDERDALE,
A MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA,
BY AND THROUGH ITS
CITY COMMISSION
(City)**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into _____, by and between MAKI 500, LLC, a Florida Limited Liability Company, hereinafter referred to as "Landlord" and the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, by and through its City Commissioners, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Fort Lauderdale, Florida, known as 502 SE 11 Court located at, 500-502 SE 11 Court, Fort Lauderdale, Florida, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is improved with free-standing structure/building (approximately 912 square feet) (the "Building") and City desires to lease the Property/Premises as hereinafter defined for the purpose of establishing a Police Psychologist Office; and

WHEREAS, Landlord is willing to lease the Property/Premises to the City for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the City to be observed and performed, the Landlord demises and leases to City, and the City rents from Landlord the Property/Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of the Property together with any improvements now existing or constructed hereinafter thereon.

The Premises subject to this Lease shall consist of a free standing structure/building, consisting of approximately 912 total gross square feet of floor space in the Building as depicted on the floor plan on Exhibit "B" attached hereto and by reference made a part hereof (the "Premises").

Section 1.02 Parking and Common Areas.

The use and occupancy of the Premises by City shall include the exclusive right to use four (4) assigned parking space(s) depicted on Exhibit "C" (each space marked with a white box), attached hereto and by reference made a part hereof. Two of the parking spaces are located in the front of the Premises and two of the parking spaces are located in the rear of the Premises; all four (4) spaces are located on the eastern-most portion of the Property. The parking is available, and provided to Tenant at no cost or charge to Tenant. The Tenant shall the right to install, at Tenant's cost, and subject to Landlord's approval and to all applicable codes and

regulations, signage that would indicate that the four (4) parking spaces are reserved to the use of Tenant and Tenant's clients. From and after 5:30 PM until 7:30 AM the following morning, Tenant shall have the right to use (not exclusive right – to be shared with Landlord) the other parking spaces on the Property, subject to the rights of Landlord (Landlord occupies 500 S.E. 11th Court) to also use these spaces. Any use by the Tenant of the additional parking spaces, from 7:30AM until 5:30 PM, would require the prior written approval of the Landlord which approval can be withheld by Landlord in Landlord's absolute discretion. All motor vehicles (including all contents thereof) parked on the Premises/Property shall be parked at the risk of Tenant, its employees, agents, invitees and licensees, and owners of the vehicles; it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

Section 1.03 Length of Term and Effective Date.

The term of this Lease shall commence on September 1, 2020 (the "Effective Date"), and shall extend for a period of one (1) year thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. In the event that Landlord shall deliver Tenant into possession of the Property prior to September 1, 2020, the additional days shall be deemed part of the Term, although Tenant shall not be responsible for the payment of any Rent that would otherwise be allocated to these additional days. Landlord and Tenant are hopeful that Tenant can take early possession of the Premises on August 15, 2020, as soon as Landlord has completed certain agreed work in the Premises in anticipation of delivering possession to the Tenant.

Section 1.04 Option to Extend.

City shall have the right and option, provided it is not then in default under this Lease, to extend the Term for one (1) successive one (1) year option period(s). City s may, by written notice to Landlord given not less than ninety (90) days prior to the Lease Expiration Date, elect to renew this Lease for the additional one year, i.e., from September 1, 2021 through August 31, 2022 (the "Extended Term").

ARTICLE II RENT

Section 2.01 Annual Rent.

For the period from September 1, 2020 through August 31, 2021, City shall pay Landlord for the use and occupancy of the Premises an annual gross rental of Twenty-Four Thousand Six Hundred Twenty-Four and 00/100 (\$24,624.00) Dollars Annual Rent payable in equal monthly installments of Two Thousand Fifty-Two and 00/100 (\$2,052.00) Dollars per month payable on the first day of each month in advance. This Lease is intended to be a "gross" lease and City's obligations hereunder shall be limited to those specifically set forth herein. *If the Term hereof commences and/or expires on other than the first or last day of a calendar month, the Annual Rent payable for such month shall be prorated and paid on a per diem basis using a thirty (30) day month.*

Section 2.02 Payment.

All rent due hereunder shall be payable on or before the first day of each and every month of the Term of this Lease. If the Term hereof commences and/or expires on other than the first or last day of a calendar month, the Annual Rent payable for such month shall be prorated. City is a tax-exempt entity. No sales or use tax shall be included or charged with Annual Rent. Payment of Rent will be made upon the receipt of an invoice from Landlord mailed or emailed to the City of Fort Lauderdale, Police Department at 1300 W. Broward Boulevard Fort Lauderdale, Florida 33301 – accountspayable@fortlauderdale.gov. Each monthly invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due.

Landlord shall provide Tenant prior to the first day of each calendar month with a month Rent statement. Tenant agrees to make all Monthly Payments and all other payments and exactions due Landlord under this Lease by ACH to the following account: Mary Helen Franco, Wells Fargo Bank, N.A., Acct #1010078650264, Routing #063107513.

In the event that Tenant shall exercise the option to extend the Term for an additional one (1) year, the Rent to be paid by Tenant during the Extended Term shall be increased by Three (3.0%) Percent over the immediately preceding lease year. For the period from September 1, 2021 through August 31, 2022, the aggregate rent reserved to be paid by Tenant shall amount to Twenty-Five Thousand Three Hundred Sixty-Two and 72/100 (\$25,362.72) Dollars. Commencing as of September 1, 2021 and continuing on the first day of each month through August 31, 2022, payable in advance, monthly rent installments ("Rent") shall be paid by Tenant (payable in advance on the first (1st) day of each month) in the amount of Two Thousand One Hundred Thirteen and 56/100 (\$2,113.56) Dollars.

ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY CITY

Section 3.01 Use of Premises.

The Premises shall be used for the establishment and operation of Police Psychologist Office. City shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. City's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises.

Section 3.02 Conduct.

City shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. City acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, City, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided City shall not be required to make alterations, additions, or improvements to the Building in order to conform therewith.

Section 3.03 Hazardous Substances.

City shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Lease, City, at its sole cost and expense, shall remove City's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any Alterations shall vest in Landlord.

ARTICLE IV ALTERATION OF LEASED PREMISES

Section 4.01 Landlord's Work.

Tenant shall be delivered possession of the Premises in its existing "As Is" condition and state of repair, except Landlord has agreed to paint the interior and stretch and clean the carpet. Tenant acknowledges that Tenant has availed itself of the opportunity to have inspections of the Premises and Tenant agrees to accept possession of the Premises in its current condition. Tenant confirms that the Premises and associated equipment are suitable for the purpose for which it is leased and that the Premises and every part and appurtenance thereof is in satisfactory condition. If any improvements, modifications, or alterations are required for Tenant's continuing and ongoing use and occupancy of the Premises, Tenant will be solely responsible for all associated expenses; provided, that Tenant shall require the approval of Landlord, which approval shall not be unreasonably withheld, for any improvements or alterations to the Premises that Tenant may intend to make. Notwithstanding anything contained herein to the contrary, prior to delivery of Tenant into possession of the Premises, Landlord shall paint the interior of the Premises and shall have the carpet re-stretched and professionally cleaned.

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Section 4.02 (a) City's Work.

City shall be entitled to make alterations, improvements, or additions to the Premises in addition to those to be performed by Landlord, (hereinafter, collectively "Alterations") at its sole cost and expense. City agrees and acknowledges that all City's Alterations installed on the Premises by City, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of City, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000), shall require the prior written approval of Landlord in each instance, which approval shall not be unreasonably withheld. City shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to City commencing work on same. Landlord shall provide written response within thirty (30) days after receipt of request therefore by City, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by City in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

(b) Construction Liens.

Landlord and City shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable to Landlord and City, in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or City, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

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Section 5.01 Responsibility of City.

. Tenant shall, at Tenant's expense, throughout the Term, maintain in good order, condition, and repair all plumbing systems fixtures inside the building, including faucets and toilets, all electrical, life safety, and lighting systems and equipment, exterior windows and all doors, including interior doors, the interior of the building located on the Premises, all of Tenant's improvements, and all other systems, components, equipment, and machinery within and upon the Premises. All of Tenant's obligations to maintain and repair shall be accomplished at Tenant's expense. If Tenant fails to maintain and repair the Premises as required by this Section 5.01, Landlord may enter the Premises upon ten (10) days prior notice (except that no notice shall be required in case of emergency) and perform such maintenance or repair on behalf of the Tenant. In such cases, Tenant shall reimburse Landlord for the documented cost incurred in performing such maintenance or repair. . In addition to the foregoing, the Tenant shall replace the air-conditioning filters at Tenant's cost no less frequently than a bi-monthly.

Section 5.02 Responsibility of Landlord.

(a) Landlord shall have no obligation or responsibility to repair, maintain, and/or replace any portion of the Premises or any improvement or any system or component of the Premises, save and except for the waterproof integrity of the roof system and structural components of the Premises. Further, although Tenant is responsible for all repairs to HVAC units in need of repair and replacement to any units that are reasonably beyond repair, Landlord shall, during the Term of the Lease, including any extension thereof, maintain an air conditioning service contract; the cost of which shall be borne by Landlord

(b) Prior to the Commencement Date, Tenant shall perform necessary air quality and environmental testing of the heating, ventilation and air-conditioning ("HVAC") system servicing the Premises by a certified and licensed environmental company. The Reports must indicate whether the Premises adheres to the most current version of the American Society of Heating, Refrigeration and Air-conditioning Engineers' ("ASHRAE") Standards on ventilation for acceptable indoor air quality . Should building sickness symptoms materialize subsequent to the Commencement Date, Tenant shall perform at its sole cost and expense necessary air quality

and environmental testing of the heating, ventilation and air-conditioning ("HVAC") system servicing the Premises by a certified and licensed environmental company within thirty (30) days of the City's written notice of any adverse conditions, subject to the availability of such certified and licensed technicians. If any testing report reveals that the HVAC system fails to comply with the ASHRAE Standards and/or does not provide a healthy indoor air environment as required by applicable laws and regulations, Tenant shall have the option of requesting the Landlord take necessary, remedial action in bringing the Premises in compliance with the standards set forth herein (it being understood Landlord is not required to undertake such remedial action) or terminating this Lease, in which event the parties shall be relieved of all further obligation hereunder. If, based on the conclusions of the environmental reports described herein, a portion or all of the Premises are deemed to be untenantable by the Tenant, all Rent due and payable for the untenantable area of the Premises shall abate until such portion of the Premises is brought into compliance; it being understood however, such abatement of rent shall only be authorized should Landlord agree to undertake remedial actions in bringing the Premises to a tenantable condition based on the standards described hereinabove.

Section 5.03 Hazardous Substance Indemnification by Landlord.

Landlord hereby represents and warrants to City that there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, City, regional, or local authority. If said substance(s) exist, Landlord shall promptly remove said substance(s) at Landlord's sole cost and expense. City shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by City's own furniture, fixtures, office machines, and equipment.

ARTICLE VI INSURANCE

Section 6.01 Liability Insurance.

City shall annually, during the entire Term hereof, provide Landlord with a certificate and/or letter evidencing self-insurance coverage for commercial general liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per same incident or occurrence in accordance with Section 768.28 Florida Statutes, and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. In the event the Legislature should change the City's exposure by Statute above or below the sums insured against, the City shall provide insurance or self insurance to the extent of that exposure.

Section 6.02 Personal Property.

All of City's personal property placed or moved in the Premises shall be at the risk of the City or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

Section 6.03 Insurance by Landlord.

Landlord shall be responsible for any and all insurance and/or self-insurance coverage necessary to protect Landlord's interests in the Premises beyond those provided by the City in Sections 6.01 and 6.02

ARTICLE VII DAMAGE OR DESTRUCTION OF PREMISES AND/OR CITY'S ALTERATIONS

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, City shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the City elects to terminate this Lease as provided in this Section, the Annual Rent payable hereunder shall be prorated to the date of the casualty. In the event City does not exercise its right to terminate this Lease due to any such casualty, Landlord shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Premises rendered untenable shall be abated from the date of such casualty until completion of such restoration.

ARTICLE VIII UTILITIES AND SERVICES

Tenant shall, prior to taking possession of the Premises, establish an account with Florida Power & Light in Tenant's name. Tenant shall be responsible for all electricity required for the use, occupancy and enjoyment of the Premises and for the operation of Tenant's business.

Notwithstanding any provision of this Lease to the contrary, Tenant, to the exclusion of Landlord, shall be responsible for the cost of the water and sewer utility services and charges provided to the Premises, and for all other utilities and services, including without limitation telephone, electricity, cable TV, and internet, provided to the Premises and/or that may be required by Tenant. The water and sewer utility services will be invoiced to the Landlord, inasmuch as there is only one water meter that services the Premises and the adjacent building bearing street address 500 S.E. 11th Court, Fort Lauderdale, Florida 33316. Similarly, the trash and recycling collection charges for the Premises and for the adjacent building will be invoiced to the Landlord. Landlord and Tenant have agreed that Tenant shall be responsible to pay (reimburse to Landlord) for one-third (1/3) of the monthly water/sewer charges and one-third (1/3) of the monthly the trash/recycling collection charges that are invoiced to the 500-502 S.E. 11th Court properties. For the purposes of enforcement-only under this Lease, the obligation

of Tenant to pay the water and sewer utility, and for any other utilities and services that may be required by Tenant, shall be understood, and be deemed, to be a form of "Additional Rent".

ARTICLE IX ASSIGNMENT AND SUBLETTING

City may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, City shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

ARTICLE X DEFAULT

Section 10.01 Default by City.

The occurrence of any one or more of the following shall constitute an Event of Default by City under this Lease: (i) failure by City to pay the Annual Rent within forty-five (45) days after receipt of notice from Landlord in accordance with the Florida Prompt Payment Act; (ii) failure by City to perform or observe any of the agreements, covenants, or conditions contained in this Lease on City's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (iii) City's vacating or abandoning the Premises; or (iv) City's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give City notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by City, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period and City undertake such cure within such period and the Landlord is so notified, this Lease will continue.

Section 10.02 Default by Landlord.

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from City. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, City, at City's option, may either cure said default and Landlord shall reimburse City for all expenses incurred by City in doing so, or City may give to the Landlord a thirty (30) days notice specifying that the City intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of City hereunder shall terminate and City shall thereupon be relieved of all further obligations hereunder.

ARTICLE XI ACCESS BY LANDLORD

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to make any repairs which may be required or permitted hereunder. Landlord shall provide City with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and shall exercise such right in a manner which minimizes the impact upon City's use of the Premises.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of City hereunder are subject to and contingent upon annual budgetary funding by the Board of City Commissioners of the City of Fort Lauderdale. Notwithstanding anything in this Lease to the contrary, City shall have the right to cancel this Lease for any reason upon ninety (90) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligation hereunder.

ARTICLE XIII QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms, and conditions on City's part to be observed and performed, City shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefor, including any severance damages, shall be apportioned between Landlord and City in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. City shall also be entitled to receive compensation for the value of any Alterations or other improvements made by City to the Premises and moving expenses. In addition, City may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the City elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. City will be allowed not less than sixty (60) days notice to remove its property from the Premises.

ARTICLE XV MISCELLANEOUS

Section 15.01 Waiver, Accord and Satisfaction.

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by City requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by City.

Section 15.02 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Landlord certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 15.03 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and City concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or City unless reduced to writing and signed by them.

Section 15.04 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed, or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier, fax or email if transmitted before 5:00 p.m. on a business day and on the next business day if transmitted after 5:00 p.m. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the Landlord at:
MAKI 500, LLC
500 SE 11th Court
Fort Lauderdale, FL 33316
Fax: (954) 779-7207
Email: maryhelen@atfranco.com
Phone: 954-523-9609

(b) If to the City at:
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.828.5271
Fax: (954) 828-5917
Email: LAgathon@fortlauderdale.gov

with a copy to:

Colliers International South Florida, LLC
Attention: Brooke Berkowitz
200 East Broward Blvd., Ste. 120
Fort Lauderdale, Florida 33301
Telephone: 954-652-4633
Fax: 954-652-4600
Email: Brooke.Berkowitz@colliers.com

City of Fort Lauderdale Attorney's Office
Attention: Real Estate
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: 954-828-5000
Fax: 954-828-5917

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 15.05 Disclosure of Beneficial Interest

Landlord represents that simultaneously with Landlord's execution of this Lease, Landlord has executed and delivered to City, the Landlord's Disclosure of Beneficial Interests labeled as Exhibit "E", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes unless Landlord is exempt under the statute. Landlord warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of

the Lease, Landlord shall immediately, and in every instance, provide written notification of such change to the City pursuant to Section 15.04 of this Lease.

Section 15.06 Brokers' Commission.

Each of the parties represents and warrants to the other that in this transaction, Christina Jolley of Cushman & Wakefield is the exclusive listing broker representing the Landlord and Landlord acknowledges Tenant is represented by Brooke Berkowitz of Colliers International in this transaction and they shall be paid a commission by Landlord pursuant to a separate written agreement between the parties. . .

Section 15.07 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.08 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 15.09 Recording.

City shall be entitled to record this Lease or a Memorandum of Lease in the public records of BROWARD County for the purpose of providing public notice of City's interest in the Premises.

Section 15.10 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

Section 15.11 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a State court of competent jurisdiction located in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15.12 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 15.13 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 15.14 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from City's public health unit.

Section 15.15 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15.16 Non-Discrimination.

Pursuant to the City of Fort Lauderdale Ordinance No. C-19-30, adopted September 17, 2019, and as may be amended, the Landlord agrees that no person shall, on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, veteran or service member status, lawful source of income, or being the victim of dating violence, domestic violence, or stalking, in connection with employment, public accommodations, or real estate transactions, where applicable, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease.

Section 15.17 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 15.18 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 15.19 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Broward City or employees of City or Landlord.

Section 15.20 Broward County Office of the Inspector General Audit Requirements.

Broward County has established the Office of the Inspector General in Section 10.01 of the Charter of Broward County, as may be amended. The Inspector General is authorized with the power to review past, present and proposed City contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, issue subpoenas and inspect the activities of entities who provide goods and services to the City, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

Section 15.21 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Fort Lauderdale Board of City Commissioners, and shall become effective only when signed by all parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Landlord and City have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

Witness Signature

Vivian Rivera

Print Witness Name

Witness Signature

LIANY GONZALEZ

Print Witness Name

LANDLORD:

By:

Title: MANAGING MEMBER

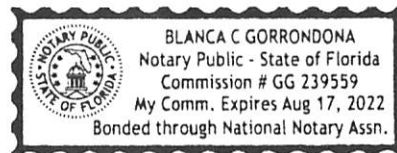
(SEAL)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online, this 24 day of August, 2020 by Mary Helen Franco as MANAGING MEMBER for MAKISOP, LLC, a Florida corporation, on behalf of the corporation, authorized to conduct business in the State of Florida.

Notary Public, State of Florida

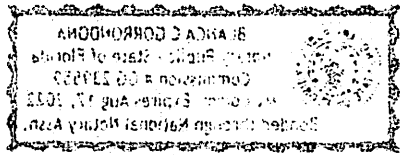
BLANCA C. GORRONDONA

Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____



WITNESSES:

Donna Varisco

Donna Varisco

[Witness type or print name]

H. Skomrodelich

Hesteria Skomrodelich

[Witness type or print name]

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

By

Christopher J. Lagerbloom
Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:

FOR Jeffery A. Modarelli

City Clerk

Approved as to form:

Alain E. Boileau, City Attorney

By

James Brako
James Brako, Assistant City Attorney

STATE OF FLORIDA:

CITY OF BROWARD:

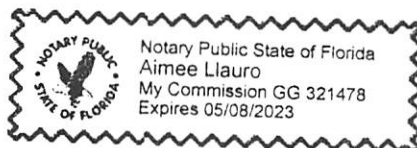
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online, this 28 day of August, 2020 by Christopher J. Lagerbloom, ICMA- CM, City Manager, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Aimee Llauro

Notary Public, State of Florida

Aimee Llauro

Name of Notary Typed, Printed or Stamped



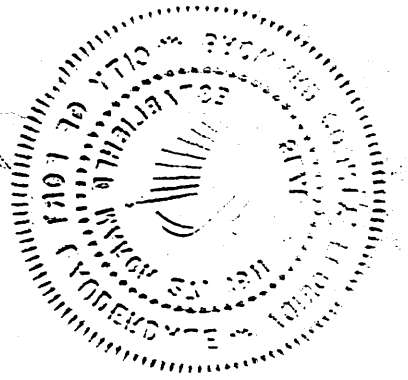
Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

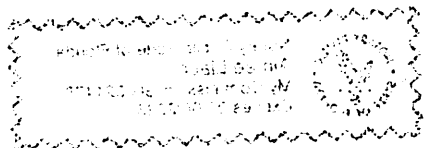
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SCHEDULE OF EXHIBITS

- | | | |
|-------------|---|---|
| EXHIBIT "A" | - | LEGAL DESCRIPTION OF THE PROPERTY |
| EXHIBIT "B" | - | FLOOR PLAN OF "BUILDING" |
| EXHIBIT "C" | - | PARKING SITE PLAN |
| EXHIBIT "D" | - | LANDLORD'S WORK |
| EXHIBIT "E" | - | LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS |

EXHIBIT "A"

LEGAL DESCRIPTION OF THE "PROPERTY"

The West ½ of Lot 6, and all of Lot 7, Block 6, Lauderdale,
according to the Plat thereof recorded in Plat Book 2, Page 9 of
the Public Records of Broward County, Florida.

EXHIBIT "B"

FLOOR PLAN OF "BUILDING"

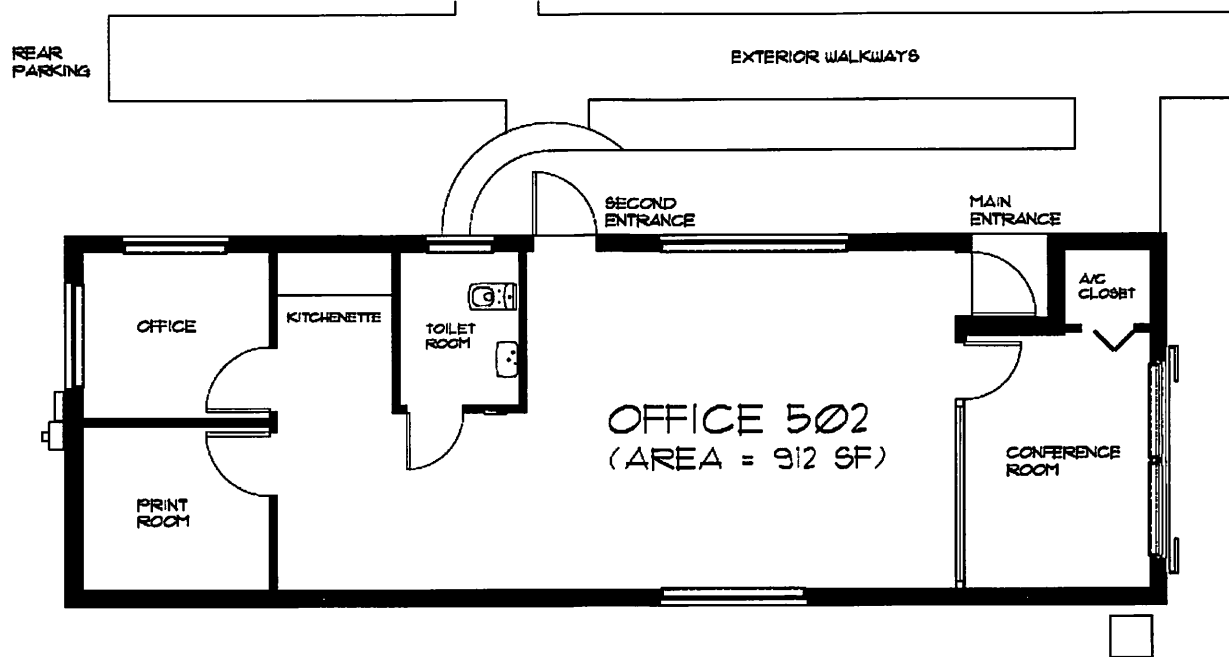


EXHIBIT "C"

PARKING SITE PLAN

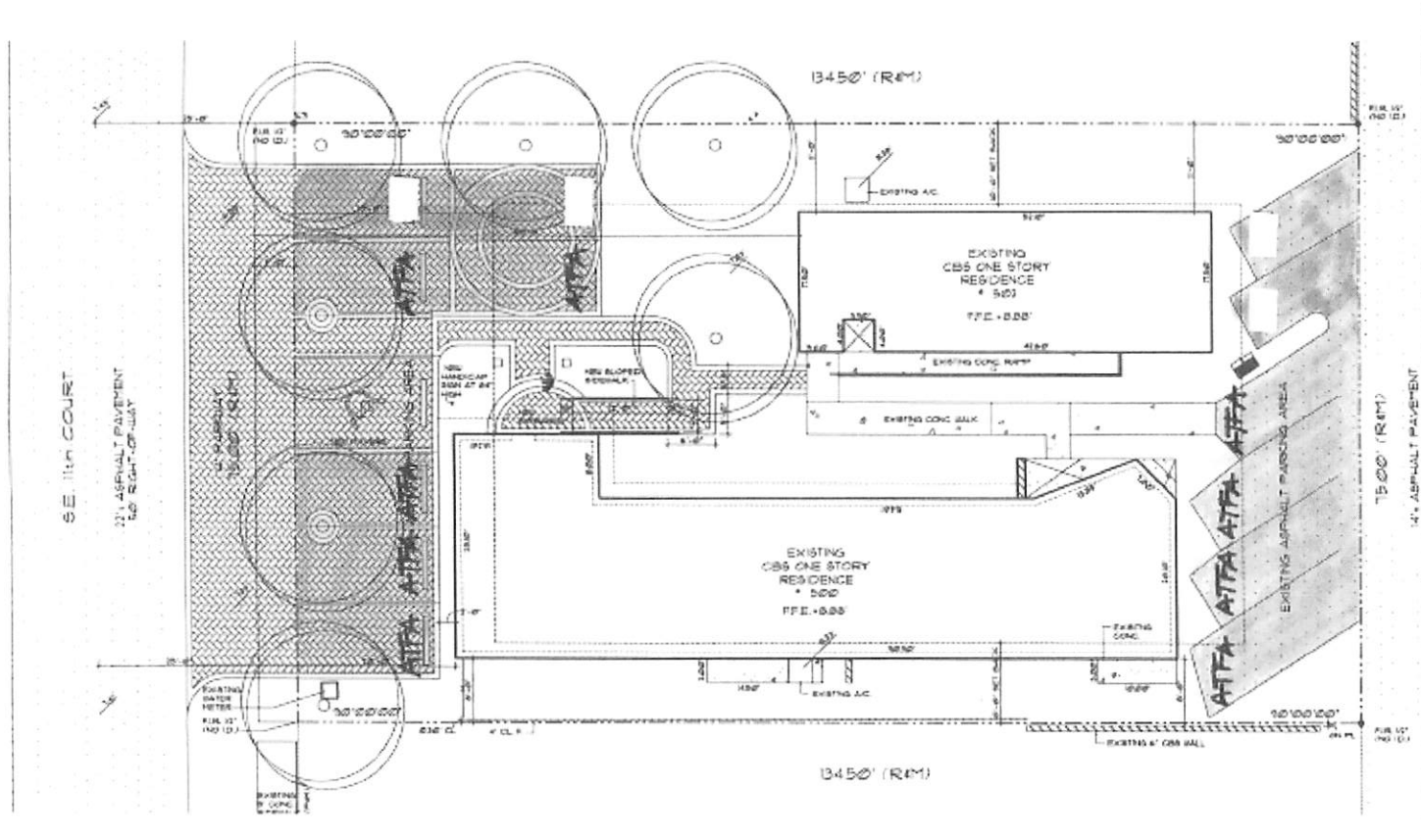


EXHIBIT “D”

LANDLORD’S WORK

New Paint and Clean and Stretch Carpet

EXHIBIT "E"

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: CITY OF FORT LAUDERDALE, CITY MANAGER OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, this day personally appeared,
MARY HELEN FRANCO, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the MANAGING MEMBER (position - i.e. president, partner, trustee) of MAKI 500, LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is 500 SE 11TH COURT FT. LAUDERDALE, FL. 33316.

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by the City of Fort Lauderdale in its purchase of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

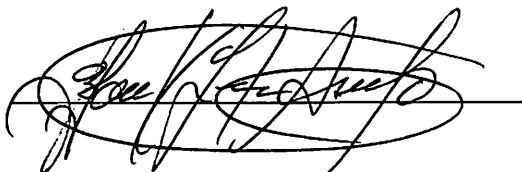
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Mary Helen Franco
MARY HELEN FRANCO, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 24 day of August, 2020
by MARY HELEN FRANCO [✓] who is personally known to me

or [] who has produced _____ as identification and
who did take an oath.



Notary Public

BLANCA C. GORRONDONA

(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: Aug 17, 2022

EXHIBIT

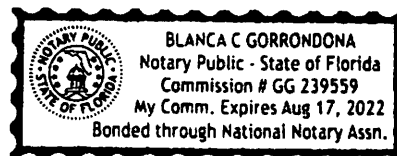


EXHIBIT "A"

LEGAL DESCRIPTION OF THE "PROPERTY"

The West ½ of Lot 6, and all of Lot 7, Block 6, Lauderdale, according to the Plat thereof recorded in Plat Book 2, Page 9 of the Public Records of Broward County, Florida.

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Percentage of Interest

Mary Helen Franco 500 SE 11 Ct, Fort Lauderdale FL 33316 100%



DOCUMENT ROUTING FORM

Today's Date: 8/25/2020

206
8/31/2020

DOCUMENT TITLE: Lease for 502 SE 11 Ct – Maki500 LLC and COFL – PD PSY

COMM. MTG. DATE: 8/18/2020 CAM #: 20-0608 ITEM #: CR-5 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia Ext 5598 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 8/27/2020 James Brako
Attorney's Name

JB
Initials

2) City Clerk's Office: # of originals: 2 Routed to: MJ Matthews/CMO/x5364 Date: 8/27/2020

3) City Manager's Office: CMO LOG #: Aug-64 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ ROB HERNANDEZ ☐ TARLESHA SMITH ☐

CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A C. LAGERBLOOM TO SIGN

PER DCM: R. Hernandez (Initial/Date) PER ACM: T. Smith (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☐ Mayor ☒ CCO Date: 8/28/20

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

5) City Clerk: Forward 2 originals to CAO for **FINAL APPROVAL** Date: 8-28-20

6) CAO forwards _____ originals to CCO Date: _____

7) City Clerk: Scan original and forwards _____ originals to: Luisa Agathon CMO -Ext 5271

***** Please scan a copy of the executed Lease to Ssierra@fortlauderdale.gov *****

Attach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO