

# **LEASE**

For premises in that certain Building,  
in that certain Project, known as the  
LA Lee YMCA Family Center / Mizell Community Center

Located at: 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311

## **LANDLORD**

**YMCA OF SOUTH FLORIDA,  
THE DULY REGISTERED FICTITIOUS NAME FOR  
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A  
FLORIDA NOT-FOR-PROFIT CORPORATION**

## **TENANT**

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

## PRIMARY TERMS

PROJECT, BUILDING: LA Lee YMCA Family Center / Mizell Community Center, located at 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311 including that certain building comprising the principal portion thereof (“Building”)

LANDLORD: YMCA OF SOUTH FLORIDA, THE DULY REGISTERED FICTITIOUS NAME FOR YOUNG MEN’S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION

LANDLORD’S ADDRESS: YMCA of South Florida  
900 SE 3rd Ave.  
Fort Lauderdale, FL 33316  
Attn.: Jessica Cohen, Chief Financial Officer and  
Sheryl A. Woods, President/CEO  
T: Mark Russell: (954)334-9622;  
E: [Jcohen@ymcasouthflorida.org](mailto:Jcohen@ymcasouthflorida.org)

RENTAL PAYMENT ADDRESS: YMCA of South Florida  
900 SE 3rd Ave.  
Fort Lauderdale, FL 33316\  
Attn.: Sheryl A. Woods, President/CEO

LEASE REFERENCE DATE: \_\_\_\_\_, 2023  
(Date both parties are deemed to have signed)  
(also herein referred to as the “**Effective Date**”)

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

**Tenant Address: 1300 W Broward Blvd  
Fort Lauderdale, Florida  
Office of the Police Chief**

**And**

**City Manager  
100 North Andrews Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301**

PREMISES IDENTIFICATION (TENANT’S ADDRESS AT THE PREMISES): Retail Bay Number # 1 (also known as Retail Bay No. 1, 1409 NW 6<sup>th</sup> Street, Fort Lauderdale, FL)  
(For outline of Premises see Exhibit A)

PREMISES AREA: Approximately 824 sq. ft. of gross leasable area

PROJECT GLA: Approximately 64,487 square feet of gross leasable area

USE: The Premises shall be used solely for the operation of a general office space and police sub-station for use by the City of Fort Lauderdale Police Department; and as necessary the foregoing is limited accordingly to conform to, abide by and to not violate any of the terms and limitations in Exhibit F (herein referred to as Tenant’s “permitted use” or “Permitted Use” or “Use”); for no other use or purpose whatsoever. See Paragraph A-1.

TENANT’S TRADE NAME: NA

ESTIMATED TENDER DATE: Landlord contemplates it will initially tender possession of the Premises on **September 30, 2023**, strictly as an estimate and not as a guaranty. See Section 1.2 below.

TERMINATION DATE: The date that is **ten (10)** years, **five (5)** months and zero (0) days after the Commencement Date; provided that, if the Termination Date would fall on a date that is not the last day of a month, then the Termination Date shall be automatically extended to the last day of the month. See Paragraph A-5

COMMENCEMENT DATE: Issuance of Temporary Certificate of Occupancy by governing authority, as set forth in Section 1.1 below.

TERM OF LEASE: **Ten (10)** years, **five (5)** months and zero (0) days, beginning on the "Commencement Date" (as defined in Article 1.1 below) but in any case ending on the Termination Date (unless sooner terminated pursuant to the Lease) (herein, the "Term" or the "term"). See Paragraph A-5

ANNUAL RENT (Article 2):	<u>Period</u>	<u>Annual Rent*</u>
Period 1A is the first one hundred fifty (150) days after the Commencement Date; and	1A (150 days)	\$ [Not Annualized]**
	1B	\$16,479.96
	2	\$16,892.04
Period 1B commences on the first day immediately following the last day of Period 1A, and concludes on the last day of the ensuing 12 <sup>th</sup> full month; and	3	\$17,314.32
	4	\$17,747.16
	5	\$18,190.80
	6	\$18,645.60
Each successive Period after the end of Period 1B, refers to each consecutive full twelve (12) month period next succeeding the immediately preceding Period	7	\$19,111.80
	8	\$19,589.52
	9	\$20,079.24
	10	\$20,581.32
MONTHLY INSTALLMENT OF ANNUAL RENT (Article 2):	<u>Period</u>	<u>Monthly Installment*</u>
(“Period” shall refer to the same periods of time noted above)	1A (150 days)	\$1,373.33 [abated]**
	1B	\$1,373.33
	2	\$1,407.67
	3	\$1,442.86
*"Period" refers to the same periods of time noted above. The amount of Monthly Installments of Annual Rent attributable to the 150 day period comprising Period 1A is also called collectively "abated rent"	4	\$1,478.93
	5	\$1,515.90
	6	\$1,553.80
	7	\$1,592.65
	8	\$1,632.46
<b>**See Section 2.1 and the rental abatement provisions.</b>	9	\$1,673.27
	10	\$1,715.11

TENANT'S PROPORTIONATE SHARE: **1.28%** for Common Area Maintenance (including insurance) and **1.28%** for Taxes (calculated based on the square footage of the Premises, 824 square feet, over the total GLA of the Project, being 64,487 square feet of gross leasable area); subject in each case to Article 31 of this Lease.

SECURITY DEPOSIT: None.

ASSIGNMENT/SUBLETTING FEE: \$750.00

REAL ESTATE BROKER DUE COMMISSION: Landlord is not represented by a broker; and **Colliers International Florida, LLC**, as Tenant's broker. Notwithstanding, Colliers broker fee on this transaction shall be paid by Landlord.

LEASE BODY: See LEASE BODY, ATTACHED AND DEEMED INCORPORATED HEREIN AS THOUGH FULLY SET FORTH HERE.

EXHIBITS:

See EXHIBIT A, EXHIBIT B, EXHIBIT C, EXHIBIT D, EXHIBIT E,  
EXHIBIT F, AND EXHIBIT G, ATTACHED AND DEEMED  
INCORPORATED HEREIN AS THOUGH FULLY SET FORTH  
HEREIN.

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**LEASE SIGNATURE PAGE**

ATTACHED TO THE LEASE – PRIMARY TERMS SIGNATURE PAGES OF THAT CERTAIN LEASE by and between YMCA OF SOUTH FLORIDA, THE DULY REGISTERED FICTITIOUS NAME FOR YOUNG MEN’S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, as Landlord, and **THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida**, as Tenant respecting Premises identified as: **Bay No. 1** in that certain building referred to as the LA Lee YMCA Family Center / Mizell Community Center, located at 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311

By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises in the Building in the Project as set forth and described above. The Primary Terms Pages, including all terms defined thereon, are incorporated as part of this Lease.

LANDLORD:

YMCA OF SOUTH FLORIDA, the duly registered fictitious name for YOUNG MEN’S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

TENANT:

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

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Greg Chavarria, City Manager

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
David R. Soloman, City Clerk

Approved as to Form:  
D’Wayne Spence, Interim City Attorney

\_\_\_\_\_  
Lynn Solomon, Asst. City Attorney

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## LEASE BODY

ATTACHED TO THE LEASE – PRIMARY TERMS SIGNATURE PAGES OF THAT CERTAIN LEASE by and between YMCA OF SOUTH FLORIDA, THE DULY REGISTERED FICTITIOUS NAME FOR YOUNG MEN’S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, as Landlord, and **THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida**, as Tenant respecting Premises identified as: **Bay No. 1** in that certain building referred to as the LA Lee YMCA Family Center / Mizell Community Center, located at 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311

By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises in the Building in the Project as set forth and described on the Primary Terms Pages. The Primary Terms Page, including all terms defined thereon, are incorporated as part of this Lease.

### 1. TERM.

1.1 The Term of this Lease shall begin on the date ("Commencement Date") which shall be the date the Temporary Certificate of Occupancy (TCO) is issued for the Premises provided, if Landlord has not yet initially tendered possession on that date of issuance of the TCO, then instead, the Commencement Date is the date after securing the TCO upon which Landlord initially tenders possession of the Premises. Landlord shall tender possession of the Premises with all the work, if any, to be performed by Landlord pursuant to Exhibit B to this Lease substantially completed. Where Landlord has performed any work pre-tender, then, Tenant shall deliver a punch list of items not completed within 30 days after Landlord tenders possession of the Premises and Landlord agrees to proceed with due diligence to perform its obligations regarding such items. Landlord and Tenant shall execute a memorandum setting forth the actual Commencement Date and Termination Date in the form attached hereto as Exhibit G. Notwithstanding any expression herein of the size or square footage of the Premises, the parties confirm and acknowledge that such measurement is one of many factors which were involved in the determination of the rents, share and terms herein specified, including location and infrastructure; and the parties stipulate and agree that all of the terms and conditions, including rents and proportionate share percentages and any other dollar computations of amounts herein specified or called for, are deemed acceptable and stipulated even if based upon the approximate square footage noted above and even if a precise re-measurement might yield a different specific square footage. Tenant acknowledges it has had all desired opportunity to inspect and measure and independently determine that the Premises including its dimensions and size are acceptable and that the terms hereof are fair and agreeable.

1.2 Tenant agrees that in the event of the inability of Landlord to deliver possession of the Premises on the Scheduled Tender Date, Landlord shall not be liable for any damage resulting from such inability, but Tenant shall not be liable for any rent, CAM charges, Taxes, sales or use taxes, until the time when Landlord can deliver possession. No such failure to give possession on the Scheduled Tender Date shall affect the other nonmonetary obligations of Tenant under this Lease, except that if Landlord is unable to deliver possession of the Premises within one hundred twenty (120) days of the Scheduled Tender Date (other than as a result of matters described in Article 40 hereof), then, either party may (until the date of actual Tender) elect by written notice to the other to terminate this Lease.

1.3 In the event Landlord shall permit Tenant to occupy the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the Termination Date.

### 2. RENT.

2.1 Subject to budget and appropriation by the City Commission of the City of Fort Lauderdale, Tenant agrees to pay to Landlord the Annual Rent in effect from time to time by paying the Monthly Installment of Rent then in effect on or before the first day of each full calendar month during the Term, except that the first month's payable rent in the estimated amount of \$1,854.00 (subject to reconciliation) shall be paid upon the execution of this Lease. If the City Commission fails to budget and appropriate funds, then the

Tenant shall have the right to terminate this Lease at the end of the fiscal year of the Tenant in which the City Commission failed to budget and appropriate and upon such termination the Tenant shall be released from any further liability under this Lease otherwise thereafter arising or accruing after such termination and such a termination shall not be deemed a default under this Lease. Tenant shall promptly (and in any case within 60 days of the meeting in which the City Commission Fails to budget and appropriate) in writing so notify the Landlord. Notwithstanding the foregoing, payment of rent shall be subject to the Prompt Payment Act of the Florida Statutes. The Monthly Installment of Rent in effect at any time shall be one-twelfth of the Annual Rent in effect at such time. Notwithstanding anything else herein, so long as no Event of Default has arisen per the terms of this Lease, the monthly installments of Annual Rent applicable to the first 150 days of the initial Term (that is, the first 150 days from and after the Commencement Date and referred to as Period 1A above) shall be abated. For clarity, no such abatement shall apply to any other items of rent or additional rent and thus applies only to the monthly installment of Annual Rent. Rent for any period during the Term which is less than a full month shall be a prorated portion of the Monthly Installment of Rent based upon a thirty (30) day month. Said rent shall be paid to Landlord, without deduction or offset and without notice or demand, at the Landlord's address, as set forth on the Primary Terms Page, or to such other person or at such other place as Landlord may from time to time designate in writing.

2.2 In addition to Annual Rent, Tenant also shall timely pay installments of "Build Out Payments" as more particularly described in Paragraph A-4 below. Landlord acknowledges and agrees that Tenant is a municipal corporation and is exempt from paying sales tax and shall provide a copy of its certificate as proof of its exemption. Upon request from Tenant, Landlord shall provide a payoff letter reflecting the outstanding balance and accrued interest and address for delivery (or wire instructions) of payment. Upon receipt of payment, Landlord shall confirm receipt.

2.3 The term "Lease Year" shall mean each calendar year falling wholly or partly within the Term (except that such definition shall not govern annual periods with respect to passage of the Term or increases in Annual Rent).

2.4 Intentionally omitted.

2.5 Tenant recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant shall not be in default for failure to pay Rent if such Rent is paid within forty-five (45) days of due date for such Rent payment, which is the first day of each month, as provided by the Florida's Local Government Prompt Payment Act, Fla. Stat. § 218.70, et seq. ("Prompt Payment Act"). Tenant agrees to pay interest on any Rent not timely received by Landlord in accordance with Section 218.74 of the Prompt Payment Act, said interest to be computed in accordance with the Prompt Payment Act.

2.6 Intentionally omitted.

### 3. SALES REPORTS AND RECORDS.

3.1 Intentionally omitted.

3.2 Intentionally omitted.

3.3 Intentionally omitted.

### 4. ADDITIONAL RENT.

4.1 Tenant shall pay as additional rent for each Lease Year Tenant's Proportionate Share of Common Area Maintenance (CAM) and Taxes incurred for such Lease Year. During calendar year **2024**, Tenant's combined total charge for its Proportionate Share of CAM and Taxes shall not exceed an amount computed as **\$5.00** per square foot per annum. Such \$5.00 per square foot amount is the "**Not To Exceed**



**Amount**". For calendar year 2025, Tenant's combined total charge for its Proportionate Share of CAM and Taxes shall not exceed an amount equal to three percent (3%) above the Not to Exceed Amount. For each next succeeding calendar year, the maximum amount for the total combined Tenant's Proportionate Share of CAM and Taxes charged shall not exceed an amount which is equal to three (3%) above the maximum amount as herein restricted that could be charged hereunder for the immediately preceding year ("**Annual Cap**").

4.1.1 "CAM" shall be defined as: all direct costs of operation, maintenance, repair and management of the Project, including the Building and the lands and facilities thereof, as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitation: insurance charges and costs relating to all insurance policies and endorsements deemed by Landlord to be reasonably necessary or desirable for the protection, preservation or operation of all or any part of the Project; all utilities for the Building and the Project, including without limitation the cost of water and sewer services and power for heating, lighting, air conditioning, waste disposal; the cost of security and alarm services (including any central station signaling system); the cost of maintaining, repairing and replacing any heating, ventilating and air conditioning systems; the cost of landscaping and (if applicable) retention ponds maintenance and seasonal decorations; the cost of maintaining and repairing any exterior stairway, truck way, loading dock, package pick-up station, pedestrian sidewalk and ramp; the cost of maintaining, repairing, operating and policing the elevator(s) and the buildings and improvements in the Project and their appurtenances and equipment and tools, including, without limitation, the roof, common signage, the garage and/or parking lot (as applicable) and any driveway areas, including the construction and maintenance of lighting facilities therefor, comfort stations and restroom / first aid stations and areas, exterior window cleaning costs; janitorial services costs; labor costs including without limitation wages and salaries (including taxes, insurance, and benefits relating thereto) of all employees directly engaged in the operation, maintenance, or security of the Building and the Project; all management costs including: management fees, if any (not exceeding the industry standard of similar buildings in Fort Lauderdale, Florida); employee benefits and payroll taxes; accounting and legal fees; material costs; equipment costs, including the cost of service agreements on equipment; tool costs; the costs of licenses, permits and inspection fees, and any sales, use or service taxes incurred in connection therewith; any part or portions thereof or similar amounts payable as required by instruments set out under Article 4.1 hereunder. Excluded are amounts chargeable to specific tenants of the Project and amounts resulting from structural replacements to the exterior of any individual store buildings of the Project which are normally chargeable to capital account under sound accounting principles. CAM shall not include depreciation or amortization of the Project or equipment in the Project except as provided herein, loan principal payments, costs of alterations of tenants' premises, leasing commissions, interest expenses on long-term borrowings, advertising costs or management salaries for executive personnel above the level of property manager. In addition, Landlord shall be entitled to amortize and include as additional rent (i) an allocable portion of the cost of capital improvement items which are reasonably calculated to reduce operating expenses; (ii) fire sprinklers and suppression systems and other life safety systems; and (iii) other capital expenses which are required under any governmental laws, regulations or ordinances which were not applicable to the Project at the time it was constructed. All such costs shall be amortized over the reasonable life of such improvements in accordance with such reasonable life and amortization schedules as shall be determined by Landlord in accordance with generally accepted accounting principles, with interest on the unamortized amount at one percent (1%) in excess of the prime lending rate announced from time to time as such by The Northern Trust Company of Chicago, Illinois. In addition, as a separate line item not deemed to be a charge within CAM, Tenant shall pay as an item of additional rent its Proportionate Share of trash, compactor and rubbish removal costs to the extent not already included in CAM. Tenant acknowledges Landlord might contract for same in respect of the Project and Tenant is not permitted to separately contract for same. For the avoidance of doubt, Tenant's payment of its Proportionate Share of the foregoing for each Lease Year is subject to the Annual Cap provisions as set forth in Article 4.1.

4.1.2 "Taxes" shall be defined as: (x) Real estate taxes and any other taxes, charges and assessments which are levied with respect to the Project including the Building and the lands of and appurtenant to the Project, and with respect to any improvements, fixtures and equipment or other property of Landlord, real or personal, located in the Project and used in connection with the operation of the Project and said land, any payments to any ground lessor in reimbursement of tax payments made by such lessor; and (y) all fees, expenses and costs incurred by Landlord in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any Taxes to be paid by Landlord in any Lease Year and any part or portions thereof or similar amounts payable as required by

instruments set out under Article 41 hereunder. Taxes shall not include any, corporate franchise, or estate, inheritance or net income tax, or tax imposed upon any transfer by Landlord of its interest in this Lease or the Project. For the avoidance of doubt, Tenant's payment of its Proportionate Share of the foregoing for each Lease Year is subject to the Annual Cap provisions as set forth in Article 4.1.

4.2 The annual determination of CAM shall be made by Landlord and certified to Tenant. Tenant may review the books and records supporting such most recently made determination in the office of Landlord, or Landlord's agent, during normal business hours, upon giving Landlord five (5) days advance written notice within sixty (60) days after receipt of such determination, but in no event more often than once in any one year period and in no event shall Tenant so review records for any annual period (or otherwise challenge CAM or Taxes) other than those arising in respect of the calendar year for the said most recently made determination. Landlord acknowledges that Tenant is a Florida municipal corporation and is subject to the Public Records and Government in the Sunshine laws of the state of Florida and as such, cannot give any assurance that information provided under this Lease is exempt from public disclosure.

4.3 Prior to the actual determination thereof for a Lease Year, Landlord may from time to time estimate Tenant's liability for CAM and/or Taxes under Article 4.1, Article 7 and Article 28 for the Lease Year or portion thereof. Landlord will give Tenant written notification of the amount of such estimate and Tenant agrees that it will pay simultaneously with its Monthly Installments of Rent due in such Lease Year, additional rent in the amount of such estimate. Any such increased rate of CAM and/or Taxes pursuant to this Article 4.3 shall remain in effect until further written notification to Tenant pursuant hereto.

4.4 When the above mentioned actual determination of Tenant's liability for CAM and/or Taxes is made in any Lease Year and when Tenant is so notified in writing, then:

4.4.1 If the total additional rent Tenant actually paid pursuant to Article 4.2 on account of CAM and/or Taxes for the Lease Year is less than Tenant's liability for CAM and/or Taxes for such Lease Year, then Tenant shall pay to Landlord such deficiency as additional rent in one lump sum within sixty (60) days of receipt of Landlord's bill therefor; and

4.4.2 If the total additional rent Tenant actually paid pursuant to Article 4.2 on account of CAM and/or Taxes for the Lease Year is more than Tenant's liability for CAM and/or Taxes for such Lease Year, then Landlord shall credit the difference against the then next due payments to be made by Tenant under this Article 4.

4.5 If the Commencement Date is other than January 1 or if the Termination Date is other than December 31, Tenant's liability for CAM and Taxes for the Lease Year in which said Date occurs shall be prorated based upon a three hundred sixty-five (365) day year. Any sum hereunder due not otherwise described as rent or additional rent, is deemed to be an item of additional rent.

4.6 Tenant shall have the right no more often than twice in any calendar year, to review and audit the books, records and accounts of the Landlord, wherever located, to the extent relating to this Project and to the amounts comprising CAM charges, in order to verify the accuracy of the CAM charges and Tenant's allocation and share of CAM charges. If such audit accurately reveals an overpayment by Tenant, then Tenant shall be entitled to a credit against the next payment of rent due. If such audit accurately reveals an underpayment by Tenant, then Tenant shall pay the amount of such underpayment so determined within sixty (60) days of the date of completion of such audit. Tenant shall promptly (in any case within thirty [30] days after completion of any such audit) deliver a complete copy of such auditor's report to Landlord on each occasion. No such auditor may be compensated on a contingency basis (that is, paid based in whole or in part upon a percent of the amount such audit purports to determine was overpaid by Tenant or paid based in whole or in part depending upon whether such auditor achieves a result through its findings that Tenant overpaid).

## 5. USE OF PREMISES; TENANT COVENANTS.

5.1 Tenant shall in good faith conduct and carry on in the entire Premises the public function and duties of a police substation in accordance with the Tenant's policies, procedures and protocols and shall not conduct or carry on any other business.

5.2 Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises and its occupancy and, more specifically and specific to the Project:

5.2.1 Tenant shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations in or upon, or in connection with, the Premises, all at Tenant's sole expense; and

5.2.2 Prohibited Uses. Tenant shall not use or permit any other party to use all or any part of the Premises for any purpose not authorized in this Lease or for any purpose on the "Prohibited List" below (the "NMTC Use Restrictions"). Tenant shall not use any space and or floor heating devices. For these purposes, the "Prohibited List" follows:

#### PROHIBITED USES & NMTC REPORTING REQUIREMENTS:

In no event shall any portion of the Premises be used for any trade or business, either as a principal or an ancillary business, that is an excluded business under Section 1.45D 1(d)(5)(iii)(B) of the Treasury Regulations or Guidance or that is something other than a qualified business under Section 1.45D 1(d)(5) of the Treasury Regulations or the Code including, without limitation, any one or more of the following: (i) farming, (ii) the ownership or leasing of residential rental property (as defined in Section 168(e)(2)(A) of the Code), (iii) any trade or business consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, (iv) the rental or sale of real estate or (v) the development or holding of intangibles for sale or license. Tenant shall provide such information as may be reasonably requested by Landlord in order to comply with requirements of the CDFI Fund (as hereinafter defined) with respect to the New Markets Tax Credit data collection. The Premises shall be operated in a manner that satisfies and shall continue to satisfy all restrictions applicable to the Premises and real property on which the Premises is located and qualified businesses under Section 45D of the Code and Treasury Regulations and Guidance (both as hereinafter defined). "CDFI Fund" means the Community Development Financial Institutions Fund of the United States Department of Treasury, or any successor agency charged with oversight responsibility for the New Markets Tax Credit program. "Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision or provisions of subsequent superseding federal revenue laws. "Treasury Regulations and Guidance" means and includes any temporary and/or final regulations promulgated under the Code and any guidance, rule, or procedure published by the CDFI Fund, including without limitation the Community Development Entity Certification Application and the New Markets Tax Credit Allocation Application.

5.3 Tenant shall operate its business in a dignified manner and in accordance with high standards as to maintain a character in keeping with the rest of Project, and shall, at all times when the Premises are open for business to the public, and subject to budget and appropriation by the City Commission, keep the Premises properly equipped with fixtures.

5.4 Landlord acknowledges that Tenant intends to operate a police substation on the Premises and its hours of operation are subject to the policies, procedures and protocols of the Tenant.

5.5 Tenant shall not, without Landlord's prior written consent: (i) make any changes to the storefront of the Premises; (ii) install any exterior lighting, decorations, painting, awnings, canopies and the like; or (iii) erect or install any signs, window or door lettering, placards, decoration or advertising media of any type which is visible from the exterior of the Premises, excepting only dignified displays of customary type for its display windows. No handwritten signs shall be permitted.

5.6 Tenant agrees to comply with and observe the rules and regulations shown on Exhibit D. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations. Notice of such amendments and supplements shall be given to Tenant and Tenant agrees to comply with and observe all such rules and regulations, as revised.

5.7 Subject to the right to exercise its police power, Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Project or injure, annoy, or disturb them or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose. Tenant shall not do, permit or suffer in, on, or about the Premises the sale of any alcoholic liquor without the written consent of Landlord first obtained, or the commission of any waste. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything into the Premises which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Project or any of its contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Project or any part thereof, and shall cooperate with Landlord's insurance representatives.

5.8 Tenant, subject to budget and appropriation by the City Commission of the Tenant, shall install at Tenant's expense an exterior sign conforming to the general appearance of other signs in the Project and the sign criteria attached as Exhibit E hereto, as the same may be amended by Landlord in writing. Tenant shall at all times keep all signs in accordance with Landlord's sign criteria and in good condition, proper operating order and in accordance with all applicable government regulations. Landlord and Tenant agree to reasonably work together and to reasonably cooperate with respect to the reasonable approval from Landlord of Tenant's exterior sign, such approval to be given in writing when secured (and such signage shall be conditioned upon securing such approval, not to be unreasonably withheld, conditioned or refused). Use of the roof of the Premises is reserved to Landlord and Landlord may install upon the roof equipment, signs, antenna, displays and other objects and may construct additional stories above the Premises, provided any such use does not unreasonably interfere with Tenant's occupancy of the Premises. Upon termination of this Lease, Tenant shall remove any signs and repair any damage to the Project caused by the installation and removal thereof or, at Landlord's option, such signs shall become part of the realty and belong to Landlord without compensation to Tenant with title passing to Landlord under this lease as by a bill of sale.

5.9 Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Project any (collectively "Hazardous Materials") flammables, explosives, radioactive materials, radon sources or materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"), nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises or the Project and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, and subject to Landlord's prior consent, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for the permitted Use; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Project and appurtenant land or the environment. Subject to the limitations of Florida Statute 768.28, Tenant shall protect, defend, indemnify and hold each and all of the Landlord its trustees (if any), the duly appointed members of its board of directors, its duly employed officers and employees harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials brought onto the Premises after the Tenant acquired possession (even though permissible

under all applicable Environmental Laws or the provisions of this Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Article 5.10. Tenant shall not be liable and this indemnity shall not cover Hazardous Materials that were on the Premises prior to Tenant taking possession.

5.10 Radon: Florida statutorily mandated statement / disclosure: 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 your county health department.

## 6. COMMON AREAS.

Subject to Landlord's rights under Article 17 and the rules and regulations set forth in Exhibit D, Tenant, and its, city commissioners, charter officers, agents, licensees, concessionaires, employees and customers (for purposes of this Article, collectively "Tenant") shall have the non-exclusive right to use the "Common Areas" (which shall be defined as the areas of the Project (including interior Building walkways, elevators, stairwells, and passageways other than tenants' premises, as constituted from time to time), in common with Landlord, other tenants of the Project and other persons entitled to use the same. Tenant's parking for its employees, customers, agents and contractors shall be in the designated parking areas from time to time, subject to the terms hereof; and all such parking for Tenant and its employees, agents and contractors shall be on a first come, first served, unreserved, non-designated and non-exclusive basis. Tenant shall not interfere with the rights of other persons to use the Common Areas. Landlord may temporarily close parts of the Common Areas and/or Building and/or Project for such periods of time as may be necessary for (i) temporary use as a work area in connection with the construction of buildings or other improvements within the Project or contiguous property, (ii) repairs or alterations in or to the Common Areas or to any utility type facilities, (iii) preventing the public from obtaining prescriptive rights in or to the Common Areas, (iv) security reasons, or (v) doing and performing such other acts as in the use of good business judgment Landlord shall determine to be appropriate for the Project, provided however, that Landlord shall use reasonable efforts not to unduly interfere with or disrupt Tenant's business. Landlord shall have the right at any time to change the dimensions and location of any buildings in the Project and the arrangement and/or locations of entrances, parking areas, sidewalks, landscaped areas, passageways or other parts of the Common Areas and to change the name, number or designation by which the Project is commonly known. Tenant shall not perform any automotive maintenance or repairs upon its motor vehicles on-site at the Project (but this sentence does not apply in case of an emergency).

## 7. ALTERATIONS.

7.1 Except for those, if any, specifically provided for in Exhibit B to this Lease, Tenant shall not make or suffer to be made any alterations, additions, or improvements, including, but not limited to, the attachment of any fixtures or equipment in, on, or to the Premises or any part thereof or the making of any improvements as required by Article 8, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions and improvements ("Plans").

7.2 In the event Landlord consents to the making of any such alteration, addition or improvement by Tenant, the same shall be made at Tenant's sole cost and expense. . In any event, Landlord may charge Tenant a reasonable charge to cover its supervision or monitoring as it relates to such proposed work.

7.3 All alterations, additions or improvements proposed by Tenant shall be constructed in accordance with the Plans and all government laws, ordinances, rules and regulations and Tenant shall, prior to construction, and also all such assurances to Landlord, including but not limited to, waivers of lien, surety company performance bonds as Landlord shall require to assure payment of the costs thereof and to protect Landlord and the Project and appurtenant land against any loss from any mechanic's, materialmen's or other liens.

7.4 All alterations, additions, and improvements in, on, or to the Premises made or installed by Tenant, which are permanently affixed to the Premises and cannot be removed with damaging the Premises including without limitation, carpeting (collectively, "Alterations"), shall be and remain the property of Tenant during the Term. Upon the expiration or sooner termination of the Lease Term, all Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title shall pass to Landlord under this Lease as by a bill of sale. Notwithstanding, the Tenant shall be permitted to remove all trade fixtures and personal property such as police equipment and machinery and all sensitive, confidential and classified materials.

## 8. REPAIR, SERVICES.

8.1 Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises, except as specified in Exhibit B if attached to this Lease, all subject to Landlord's rights under this Lease including as to CAM inclusions; and:

8.1.1 Landlord shall repair and maintain the structural portions of the Building including roof, foundation and exterior walls, including the basic plumbing, air conditioning, heating and electrical systems which do not serve the Premises exclusively; and

8.1.2 Landlord shall provide normal maintenance and repair services for common areas such as lobbies, stairs, corridors, rest rooms and elevators of the Building. However, this Lease pertains to retail premises associated with the Building, and various typical Building services, including janitorial and other Building amenities as applicable commercially typical in the functioning of an office building, are inapplicable to the Premises. Thus for example, Tenant is required at its expense to keep and maintain the interior of its Premises including arranging for any janitorial services.

8.1.3 By taking possession of the Premises, and provided the Landlord provides the warranties in Exhibit B, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them. It is hereby understood and agreed that no representations respecting the condition of the Premises or the Project have been made by Landlord to Tenant, except as specifically set forth in this Lease. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

8.2 Tenant shall, at all times during the Term, keep the Premises in good condition and repair, including windows, glass and plate glass, doors, skylights and special store entries, interior walls and finish work, floors and floor coverings, electrical systems and fixtures, plumbing work and fixtures, and heating ventilating and air conditioning equipment, excepting damage by fire, or other casualty, and in compliance with all applicable governmental laws, ordinances and regulations, promptly complying with all governmental orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Subject to budget and appropriation by the City Commission, Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor approved by Landlord for servicing all heating and air conditioning systems and equipment serving the Premises (and a copy thereof shall be furnished to Landlord). The service contract must include all services suggested by the equipment manufacturer in the operation/maintenance manual and must become effective within thirty (30) days of the date Tenant takes possession of the Premises.

8.3 Except as provided in Article 22, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Project or the Premises or to fixtures, appurtenances and equipment in the Project. Except to the extent, if any, prohibited by law, Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

## 9. LIENS.

Tenant shall keep the Premises, the Project and appurtenant land and Tenant's leasehold interest in the Premises free from any liens arising out of any services, work or materials performed, furnished, or contracted for by Tenant, or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following notice of the imposition of any such lien, either cause the same to be released of record or provide Landlord with insurance against the same issued by a major title insurance company or such other protection against the same as Landlord shall accept, Landlord shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be considered additional rent and shall be payable to it by Tenant within five (5) days of Landlord's demand. If any mechanics' or materialman's lien is filed against the Premises or any part or portion of the Project as a result of additions, alterations, repairs, installations or improvements made by Tenant, or any other work or act of Tenant, Tenant shall discharge same within ten (10) days from the date of notice of the filing thereof. If Tenant shall fail to discharge said lien, Landlord may bond or pay said lien or claim for the account of Tenant without inquiring into the validity thereof. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject the estate of Landlord to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Landlord's estate shall not be subject to such liability and any such liens are prohibited, pursuant, among other things, to Section 713.10, Florida Statutes. Tenant shall join in the execution of any document reasonably required by Landlord to further effectuate the purposes of this Article 9 and the benefits derived under Section 713.10, Florida Statutes.

#### 10. ASSIGNMENT AND SUBLETTING.

10.1 Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, and shall not make, suffer or permit such assignment, subleasing or occupancy. However, notwithstanding the foregoing, Landlord shall not unreasonably withhold or deny consent to a proposed assignment of all of the Leasehold estate or a subletting of all of the Premises. Said restrictions shall be binding upon any and all assignees of the Lease and subtenants of the Premises. In the event Tenant desires to sublet, or permit such occupancy of, the Premises, or any portion thereof, or assign this Lease, Tenant shall give written notice thereof to Landlord at least sixty (60) days but no more than one hundred eighty (180) days prior to the proposed date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease or assignment and copies of financial reports and other relevant financial reports and other relevant financial information of the proposed subtenant or assignee, as well as such other information reasonably sought by Landlord thereafter, to allow for Landlord to make a reasonable consideration of the request.

10.2 Notwithstanding any assignment or subletting, permitted or otherwise, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an event of default, if the Premises or any part of them are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease or provided by law, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant under this Lease, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations under this Lease.

10.3 Intentionally omitted.

10.4 Intentionally omitted.

10.5 Notwithstanding any other provision hereof, Tenant shall have no right to make (and Landlord shall have the absolute right to refuse consent to) any assignment of this Lease or sublease of any portion of the Premises if at the time of either Tenant's notice of the proposed assignment or sublease or the proposed commencement date thereof, there shall exist any uncured default of Tenant or matter which will become a default of Tenant with passage of time unless cured, or if the proposed assignee or sublessee is an entity: (a) with which Landlord is already in negotiation as evidenced by the issuance of a written proposal; (b) is already an occupant of the Project unless Landlord is unable to provide the amount of space required by such

occupant; (c) intentionally omitted; (d) is incompatible with the character of occupancy of the Project; (e) intentionally omitted; or (f) would subject the Premises to a use which would: (i) involve materially increased personnel or materially increased wear upon the Project; (ii) violate any exclusive right granted to another tenant of the Project; (iii) require any addition to or modification of the Premises or the Project in order to comply with building code or other governmental requirements or, (iv) involve a violation of Article 5.10.

10.6 If Tenant is a corporation, partnership or trust, or other entity, any transfer or transfers of or change or changes within any twelve month period in the number of the outstanding voting shares of the corporation, the general partnership interests in the partnership or other entity or the identity of the persons or entities controlling the activities of such partnership or trust or other entity resulting in the persons or entities owning or controlling a majority of such shares, partnership interests or activities of such partnership or trust or other entity at the beginning of such period no longer having such ownership or control shall be regarded as equivalent to an assignment of this Lease to the persons or entities acquiring such ownership or control and shall be subject to all the provisions of this Article 10 to the same extent and for all intents and purposes as though such were an assignment.

## 11. INDEMNIFICATION.

None of the Landlord Entities shall be liable and Tenant hereby waives all claims against them for any damage to any property or any injury to any person in or about the Premises or the Project by or from any cause whatsoever (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, the Project not being in good condition or repair, gas, fire, oil, electricity or theft), except to the extent caused by or arising from the gross negligence, or willful misconduct of Landlord or its agents, employees or contractors. Subject to the limitations of F.S. 768.28, Tenant shall protect, indemnify and hold the Landlord, its trustees (if any), the duly appointed members of its board of directors, its duly employed officers and employees harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury (including but not limited to death) to any person occurring in, on or about the Premises or the Project to the extent, that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease. The provisions of this Article shall survive termination of this Lease with respect to any claims or liability accruing prior to such termination but shall expire upon expiration of the statute of limitation for that particular cause of action.

## 12. INSURANCE.

Landlord acknowledges the City's right of sovereign immunity as provided by Section 768.28, Florida Statutes, and that the City is self-insured for general liability and auto liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature. Nothing herein shall be deemed a waiver of or intent to act in a manner contrary to the express provisions concerning sovereign immunity under F.S. Section 768.28 in favor of the Tenant.

The City shall maintain at its own expense and keep in effect during the full term of the Lease, self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability and Auto Liability, and Workers' Compensation, including Employer's Liability (with benefits in accordance with Chapter 440 Florida Statutes) coverage. The City will provide a letter of self-insurance for general and auto liability as prescribed under Section 768.28 Florida Statutes.



The City will be solely responsible for loss of City owned improvements, betterments, furnishings, fixtures, and other business personal property situated in or about the Premises to the full replacement value of the property.

13. WAIVER OF SUBROGATION.

So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

14. SERVICES AND UTILITIES.

Subject to budget and appropriation by the City Commission, Tenant shall pay for all water, gas, heat, light, power, telephone, sewer, sprinkler system charges, solid waste disposal and other utilities and services including janitorial services used on or from the Premises, together with any taxes, penalties and surcharges or the like pertaining thereto and any maintenance charges for utilities. If any such services are not separately metered to Tenant, Tenant shall pay such proportion of all charges jointly metered with other premises as determined by Landlord, in its sole discretion, to be reasonable. Landlord confirms electricity is currently (as of the date of execution of this Lease) separately metered. Any such charges paid by Landlord and assessed against Tenant shall be payable to Landlord within 15 days after written demand for payment and shall be additional rent hereunder. Landlord shall in no event be liable for any interruption or failure of utility services on or to the Premises. Landlord may in its sole discretion from time to time elect to undertake to provide or perform such utility and services and charge Tenant the cost thereof, which will be due as an item of additional rent; and which may be invoiced and collected contemporaneously with Tenant's obligations for the payment of rents and its share of CAM and Taxes.

15. HOLDING OVER.

Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part thereof after termination of this Lease by lapse of time or otherwise at the rate ("Holdover Rate") which shall be 150% of the amount of the Annual Rent for the last period prior to the date of such termination plus all rent adjustments under Article 4, prorated on a daily basis. If Landlord gives notice to Tenant of Landlord's election to that effect, such holding over shall constitute renewal of this Lease for a period from month to month at the Holdover Rate, but if the Landlord does not so elect, no such renewal shall result and instead, notwithstanding acceptance by Landlord of any sums due hereunder after such termination, a tenancy at sufferance shall be deemed to have been created with cumulative damages to include periodic payment of an amount at the Holdover Rate. In any event, no provision of this Article 15 shall be deemed to waive Landlord's right of reentry or any other right under this Lease or at law.

16. SUBORDINATION.

Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Project, Landlord's interest or estate in the Project, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord within 45 days after a written request is made. The City Manager is delegated authority to execute such instruments.

17. REENTRY BY LANDLORD.

Landlord reserves and shall have the right to re-enter the Premises, with 72 hours' notice to the Tenant (except that, in an emergency, upon such notice as is possible and subject to police assistance and lawful police directions issued in connection with any sooner entry due to such emergency), to inspect the same, to supply any service to be provided by Landlord to Tenant under this Lease, to show said Premises to prospective purchasers, mortgagees or tenants, and to alter, improve or repair the Premises and any portion of the Project, without abatement of rent, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures and open any wall, ceiling or floor in and through the Project and Premises where reasonably required by the character of the work to be performed, provided entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Landlord shall complete its work as promptly as reasonably possible. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by any action of Landlord authorized by this Article 17. Tenant agrees to reimburse Landlord, on demand, as additional rent, for actual costs that Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease.

## 18. DEFAULT.

18.1 Except as otherwise provided in Article 20, the following events shall be deemed to be Events of Default under this Lease:

18.1.1 Tenant shall fail to pay any sum of money when due except subject to the Prompt Payment Act of the Florida Statute and such failure to timely so pay and timely comply with obligations of Tenant as governed by the Prompt Payment Act of the Florida Statute shall be an event of default under this Lease.

18.1.2 Tenant shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Article of this Article and shall not cure such failure within forty five (45) days (forthwith, if the failure involves a hazardous condition) after written notice of such failure to Tenant; provided, however, subject to the following. If the failure hereunder is minor or non-material in character and scope so that it does not materially impact nor materially interfere with Landlord's interests in and to the balance of the Building or Project and such that it does not give rise to or cause a violation of law, then, Landlord shall be required to serve a second written notice of such failure if not cured within forty-five (45) days of the first such notice thereof, and Tenant shall be allowed an additional forty-five (45) days following such second written notice within which to cure such failure as well as such further time reasonably required thereafter so long as Tenant in good faith is making commercially reasonable efforts to cure such failure, before such failure shall ripen into an Event of Default hereunder.

18.1.3 Upon default, Tenant shall fail to timely vacate and surrender the Premises upon its natural expiration or following default upon termination of this Lease or following default upon termination of Tenant's right to possession only.

18.1.4 Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof.

18.1.5 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of entry thereof.

## 19. REMEDIES.

19.1 Except as otherwise provided in Article 20, upon the occurrence of any of the Events of Default described or referred to in Article 18, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, concurrently or consecutively and not alternatively:

19.1.1 Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease.

19.1.2 In the event of such a termination of the Lease or a termination of Tenant's right to possession without termination of the Lease in any case only if upon an Event of Default as provided above, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant therefrom without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer. Notwithstanding, if Tenant has paid the Build Out Payments as described in Paragraph A-4, Tenant shall be entitled to offset any claims for damages by the Landlord against the amount of Build Out Payments so paid by Tenant. The Landlord acknowledges that once Tenant has paid for Buildout Costs such payment is confirmed as having been applied to improvements which serve to improve and add value to Landlord's Building. Tenant acknowledges that these improvements relating to the Buildout Costs (defined below) are permanently affixed to the Premises and cannot be (and shall not be) removed by the Tenant.

19.1.3 Upon any termination of this Lease only if upon an Event of default as provided above, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent and abated rent under this Lease, the full then-unpaid balance of the Buildout Costs (defined below), if not already paid, and other sums due and payable by Tenant on the date of termination, plus the costs to render maintenance or repairs which were deferred by Tenant and which under the terms of the Lease should have been performed by Tenant at Tenant's expense through the date of termination, plus the costs to repair any damages caused by Tenant to the Premises which, under the terms of this Lease (if there had been a regular surrender and vacation of possession in due course) would have been Tenant's obligation at Tenant's expense to repair and correct, plus the percentage of broker commissions incurred by Landlord to secure a replacement tenant, which percentage is computed as the ratio of the number of months then otherwise remaining for the Term of the Lease (but for the termination arising hereunder) divided by the number of total months of new term for the replacement tenancy concerning which such commission arises; and Landlord shall not be entitled to recover incidental, speculative, consequential or indirect damages; **all provided, however, that** under no circumstances shall Landlord be entitled to require payment by Tenant of an amount which exceeds the maximum amount permitted by law that may be charged to Tenant by operation, as applicable, of Florida law including law concerning appropriations, including, if and as applicable Section 255.2502, FL STATS; and under no circumstances does Landlord intend in any way to circumvent said Section 255.2502. **FURTHERMORE, AND NOTWITHSTANDING ANY TERM OR PROVISION OF THIS LEASE,** if by application of any law or Statute, any of the foregoing elements of damages to which Landlord might seek recovery, are improperly included in this Lease as elements of recovery to which Landlord would be entitled, or if their inclusion is inconsistent with or violates any such law or Statute, then, automatically and *nunc pro tunc*, such elements or amounts are deemed stricken from this Lease as though never having been included from inception, the parties expressly confirming that they each intend from inception to fully comply with all applicable law on the topic and that they each request any Court of competent jurisdiction involved in any controversy or dispute or other litigation arising out of the foregoing, to take all of the foregoing into account including the parties' express intentions.

19.1.4 Upon any termination of Tenant's right to possession only without termination of the Lease:

19.1.4.1 Landlord may, but need not, relet the Premises or any part thereof for such rent and upon such terms as Landlord, in its sole discretion, shall determine (including the right to relet the premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises). In connection with or

in preparation for any reletting, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of reletting, including, without limitation, any commission incurred by Landlord. If Landlord decides to relet the Premises or a duty to relet is imposed upon Landlord by law, Landlord and Tenant agree that nevertheless Landlord shall at most be required to use only the same efforts Landlord then uses to lease premises in the Project generally and that in any case that Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises over any other space that Landlord may be leasing or have available and may place a suitable prospective tenant in any such other space regardless of when such other space becomes available. Landlord shall not be required to observe any instruction given by Tenant about any reletting or accept any tenant offered by Tenant unless such offered tenant has a credit-worthiness acceptable to Landlord and leases the entire Premises upon terms and conditions including a rate of rent (after giving effect to all expenditures by Landlord for tenant improvements, broker's commissions and other leasing costs) all no less favorable to Landlord than as called for in this Lease, nor shall Landlord be required to make or permit any assignment or sublease for more than the current term or which Landlord would not be required to permit under the provisions of Article 10. Landlord shall to the extent possible and commercially reasonable mitigate the damages of the Tenant provided that in doing so Landlord need not give preference or priority to such efforts over its other leasing efforts.

19.1.4.2 Until such time as Landlord shall elect to terminate the Lease and shall thereupon be entitled to recover the amounts specified in such case in Article 19.1.3, Tenant shall pay to Landlord upon demand the full amount of all rent, including any amounts treated as additional rent and abated rent under this Lease and other sums reserved in this Lease for the remaining Term, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including attorney's fees and broker's commissions), as the same shall then be due or become due from time to time, less only such consideration as Landlord may have received from any reletting of the Premises and less such Buildout Costs paid by the Tenant; and Tenant agrees that Landlord may file suits from time to time to recover any sums falling due under this Article 19 as they become due. Any proceeds of reletting by Landlord in excess of the amount then owed by Tenant to Landlord from time to time shall be credited against Tenant's future obligations under this Lease but shall not otherwise be refunded to Tenant or inure to Tenant's benefit.

19.1.5 Notwithstanding any other term of this Lease, if Tenant has paid the Build Out Payments, Tenant shall be entitled to offset any claims for damages by the Landlord against the amount paid by Tenant. The Landlord acknowledges that Tenant has paid for Buildout Costs which improvements serve to improve and add value to Landlord's Building. These improvements related to the Buildout Costs are permanently affixed to the Premises and cannot and shall not be removed by the Tenant. In addition, the Tenant shall have the right to terminate this Lease if the City Commission fails to budget and appropriate sufficient funds to honor the obligations under this Lease. If so terminated, Landlord shall not be entitled to pursue any damages, to recover costs or attorney's fees or to receive unpaid rents against Tenant for termination of the Lease prior to the end of the Term.

19.2 Landlord may, at Landlord's option, enter into and upon the Premises with, or if Tenant shall have vacated the Premises without, three (3) days' notice, if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer. If Tenant shall have vacated the Premises, Landlord may at Landlord's option re-enter the Premises at any time during the last six months of the then current Term of this Lease and make any and all such changes, alterations, revisions, additions and tenant and other improvements in or about the Premises as Landlord shall elect, all without any abatement of any of the rent otherwise to be paid by Tenant under this Lease.

19.3 If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to institute legal proceedings to enforce or defend any of Landlord's rights or remedies arising under this Lease, if Landlord is the prevailing party, Tenant agrees to pay all Landlord's reasonable attorney's fees so incurred. If prior to institution of legal proceedings, Landlord hires or retains the services of an attorney to review or interpret the provisions of this

Lease, then the Tenant's obligations to pay or reimburse the Landlord's attorney's fees shall not exceed \$2,000.00. **TENANT AND LANDLORD EACH EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR OTHER LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS LEASE.** In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

19.4 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease.

19.5 No act or thing done by Landlord or its agents during the Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Lease upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

19.6 Intentionally omitted.

19.7 Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed and/or stored, as the case may be, by or at the direction of Landlord but at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

19.8 Intentionally omitted.

## 20. TENANT'S BANKRUPTCY OR INSOLVENCY.

20.1 If at any time and for so long as Tenant shall be subjected to the provisions of the United States Bankruptcy Code or other law of the United States or any state thereof for the protection of debtors as in effect at such time (each a "Debtor's Law"):

20.1.1 Tenant, Tenant as debtor-in-possession, and any trustee or receiver of Tenant's assets (each a "Tenant's Representative") shall have no greater right to assume or assign this Lease or any interest in this Lease, or to sublease any of the Premises than accorded to Tenant in Article 10 hereof, except to the extent Landlord shall be required to permit such assumption, assignment or sublease by the provisions of such Debtor's Law. Without limitation of the generality of the foregoing, any right of any Tenant's Representative to assume or assign this Lease or to sublease any of the Premises shall be subject to the conditions that:

20.1.1.1 Such Debtor's Law shall provide to Tenant's Representative a right of assumption of this Lease which Tenant's Representative shall have timely exercised and Tenant's Representative shall have fully cured any default of Tenant under this Lease.

20.1.1.2 Tenant's Representative or the proposed assignee, as the case shall be, shall have deposited with Landlord as security for the timely payment of rent an amount equal to the larger of: (a)

three months' rent and other monetary charges accruing under this Lease; and (b) any sum specified in Article 4; and shall have provided Landlord with adequate other assurance of the future performance of the obligations of the Tenant under this Lease. Without limitation, such assurances shall include, at least, in the case of assumption of this Lease, demonstration to the satisfaction of the Landlord that Tenant's Representative has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that Tenant's Representative will have sufficient funds to fulfill the obligations of Tenant under this Lease; and, in the case of assignment, submission of current financial statements of the proposed assignee, audited by an independent certified public accountant reasonably acceptable to Landlord and showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee of all of the Tenant's obligations under this Lease.

20.1.1.3 The assumption or any contemplated assignment of this Lease or subleasing any part of the Premises, as shall be the case, will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound.

20.1.1.4 Landlord shall have, or would have had absent the Debtor's Law, no right under Article 10 to refuse consent to the proposed assignment or sublease by reason of the identity or nature of the proposed assignee or sublessee or the proposed use of the Premises concerned.

## 21. QUIET ENJOYMENT.

Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord subject to the terms and provisions of this Lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance. Nothing herein shall be deemed a waiver of Tenant's right to claim constructive eviction if ever actually legally and factually applicable.

## 22. DAMAGE BY FIRE, ETC.

22.1 In the event the Premises or the Project are damaged by fire or other cause and in Landlord's reasonable estimation such damage can be materially restored within ninety (90) days, Landlord shall forthwith repair the same and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement in rent from the date of such damage. Such abatement of rent shall be made pro rata in accordance with the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises from time to time. Within forty-five (45) days from the date of such damage, Landlord shall notify Tenant, in writing, of Landlord's reasonable estimation of the length of time within which material restoration can be made, and Landlord's determination shall be binding on Tenant. For purposes of this Lease, the Project or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was being used immediately before such damage.

22.2 If such repairs cannot, in Landlord's reasonable estimation, be made within ninety (90) days from the date of damage, Landlord and Tenant shall each have the option of giving the other, at any time within sixty (60) days after such damage, notice terminating this Lease as of the date of such damage. In the event of the giving of such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate as of the date of such damage as if such date had been originally fixed in this Lease for the expiration of the Term. In the event that neither Landlord nor Tenant exercises its option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuing in full force and effect, and the rent hereunder shall be proportionately abated as provided in Article 22.1.

22.3 Landlord shall not be required to repair or replace any damage or loss by or from fire or other cause to any panelings, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed on the Premises or belonging to Tenant. Any insurance, which

may be carried by Landlord or Tenant against loss or damage to the Project or Premises, shall be for the sole benefit of the party carrying such insurance and under its sole control.

22.4 In the event that Landlord should fail to complete such repairs and material restoration within sixty (60) days after the date estimated by Landlord therefor as extended by this Article 22.4, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, within fifteen (15) days after the expiration of said period of time, whereupon the Lease shall end on the date of such notice or such later date fixed in such notice as if the date of such notice was the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes, deletions or additions in construction requested by Tenant, strikes, lockouts, casualties, Acts of God, war, material or labor shortages, government regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

22.5 Notwithstanding anything to the contrary contained in this Article: (a) Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damages resulting from any casualty covered by the provisions of this Article 22 occur during the last twelve (12) months of the Term or any extension thereof, but if Landlord determines not to repair such damages Landlord shall notify Tenant and if such damages shall render any material portion of the Premises untenable Tenant shall have the right to terminate this Lease by notice to Landlord within fifteen (15) days after receipt of Landlord's notice; and (b) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or Project requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon this Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the Term.

22.6 In the event of any damage or destruction to the Project or Premises by any peril covered by the provisions of this Article 22, it shall be Tenant's responsibility to properly secure the Premises and upon notice from Landlord to remove forthwith, at its sole cost and expense, such portion of all of the property belonging to Tenant or its licensees from such portion or all of the Project or Premises as Landlord shall request.

## 23. EMINENT DOMAIN.

If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu of such appropriation, either party to this Lease shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease, except that Tenant may only terminate this Lease by reason of taking or appropriation, if such taking or appropriation shall be so substantial as to materially interfere with Tenant's use and occupancy of the Premises. If neither party to this Lease shall so elect to terminate this Lease, the rental thereafter to be paid shall be adjusted on a fair and equitable basis under the circumstances. In addition to the rights of Landlord above if any substantial part of the Project shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease and Tenant shall have no further liability to Landlord under this Lease.. Landlord shall be entitled to any and all income, rent, award, or any interest whatsoever in or upon any such sum, which may be paid or made in connection with any such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant's shall have the right to seek compensation for trade fixtures, moving expenses, Buildout Costs, but not its leasehold interest; and any other claims cognizable under the applicable eminent domain laws.

## 24. SALE BY LANDLORD.

In event of a sale or conveyance by Landlord of the Project, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest

of Landlord in and to this Lease. Except as set forth in this Article 24, this Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may transfer or deliver said security, as such, to Landlord's successor in interest and, thereupon Landlord shall be discharged from any further liability with regard to said security.

## 25. ESTOPPEL CERTIFICATES.

Within thirty (30) days following any written request which Landlord may make no more than two (2) times per calendar year, but also permitted in case there arises an Event of Default or a sale, financing, refinancing or valuation of the Project, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant, except as specified in Tenant's statement; and (e) such other matters as may be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Article 25 may be relied upon by any mortgagee, beneficiary or purchaser. Notwithstanding any claims for damages arising out of or in connection with this Lease, the Tenant shall not be liable for exemplary, consequential, punitive, indirect or special damages.

## 26. SURRENDER OF PREMISES.

26.1 Tenant shall, at least thirty (30) days before the last day of the Term, arrange to meet Landlord for a joint inspection of the Premises. In the event of Tenant's failure to arrange such joint inspection to be held prior to vacating the Premises, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration

26.2 At the end of the Term or any renewal of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all Alterations by whomsoever made, in the same conditions received or first installed, broom clean and free of all debris, excepting only ordinary wear and tear and damage by fire or other casualty. Notwithstanding the foregoing, if Landlord elects by notice given to Tenant at least ten (10) days prior to expiration of the Term, Tenant shall, at Tenant's sole cost, remove any Alterations, including carpeting, so designated by Landlord's notice, and repair any damage caused by such removal. Tenant must, at Tenant's sole cost, remove upon termination of this Lease, any and all of Tenant's furniture, furnishings, equipment, movable partitions of less than full height from floor to ceiling and other trade fixtures and personal property, as well as all data/telecommunications cabling and wiring installed by or on behalf of Tenant, whether inside walls, under any raised floor or above any ceiling (collectively, "Personalty"). Personalty not so removed shall be deemed abandoned by the Tenant and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale, but Tenant shall remain responsible for the cost of removal and disposal of such Personalty, as well as any damage caused by such removal. In lieu of requiring Tenant to remove Alterations and Personalty and repair the Premises as aforesaid, Landlord may, by written notice to Tenant delivered at least thirty (30) days before the Termination Date, require Tenant to pay to Landlord, as additional rent hereunder, the cost of such removal and repair in an amount reasonably estimated by Landlord. All other alterations, additions and improvements in, on or to the Premises shall be dealt with and disposed of as provided in Article 7 hereof.

26.3 All obligations of Tenant under this Lease not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term. Notwithstanding this provision, if the Tenant terminates this Lease as a result of the failure of the City Commission to budget and appropriate, the Tenant obligation to pay Annual Rent and Additional Rent shall terminate as of the end of the year in which funding for this Lease was not budgeted and appropriated.

## 27. NOTICES.



Any notice or document required or permitted to be delivered under this Lease shall be addressed to the intended recipient, shall be transmitted personally, by fully prepaid registered or certified United States Mail return receipt requested or by reputable independent contract delivery service furnishing a written record of attempted or actual delivery, and shall be deemed to be delivered when tendered for delivery to the addressee at its address set forth on the Primary Terms Page, or at such other address as it has then last specified by written notice delivered in accordance with this Article 27, or if to Tenant at either its aforesaid address or its last known registered office or home of a general partner or individual owner, whether or not actually accepted or received by the addressee.

28. TAXES PAYABLE BY TENANT.

In addition to rent and other charges to be paid by Tenant under this Lease, Tenant shall reimburse to Landlord, upon demand, any and all taxes payable by Landlord (other than net income taxes) whether or not now customary or within the contemplation of the parties to this Lease: (a) upon, allocable to, or measured by or on the gross or net rent payable under this Lease, including without limitation tax or excise tax levied by the State, any political subdivision thereof, or the Federal Government with respect to the receipt of such rent, expressly including any State of Florida sales tax due on rents, as applicable; (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises or any portion thereof, including any sales, use or service tax imposed as a result thereof, (c) upon or measured by the Tenant's gross receipts or payroll or the value of Tenant's equipment, furniture, fixtures and other personal property of Tenant or leasehold improvements, alterations or additions located in the Premises; or (d) upon this transaction or any document to which Tenant is a party creating or transferring any interest of Tenant in this Lease or the Premises. In addition to the foregoing, Tenant agrees to pay, before delinquency, any and all taxes levied or assessed against Tenant and which become payable during the term hereof upon Tenant's equipment, furniture, fixtures and other personal property of Tenant located in the Premises. Tenant represents and warrants that it is a Florida municipal corporation and is exempt from paying ad valorem, sales, use, and income taxes. The Tenant reserves the right to contest any taxes charged on the use of the Premises by the Tenant.

29. INTENTIONALLY OMITTED.

30. PROMOTION AND ADVERTISING EXPENDITURE.

- 30.1 Intentionally omitted.
- 30.2 Intentionally omitted.
- 30.3 Intentionally omitted.
- 30.4 Intentionally omitted.

31. DEFINED TERMS AND HEADINGS.

The Article headings shown in this Lease are for convenience of reference and shall in no way define, increase, limit or describe the scope or intent of any provision of this Lease. Any indemnification of Landlord or insurance shall apply to and inure to the benefit of all the following. In any case where this Lease is signed by more than one person, the obligations under this Lease shall be joint and several. The terms "Tenant" and "Landlord" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, or other entity, and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. Tenant hereby accepts and agrees to be bound by the figures for the square footage of the Premises shown on the Primary Terms Page. The term "Tenant's Proportionate Share" shall be that fraction, the numerator of which shall be the total square footage in the Premises Area and the denominator of which shall be the total leasable square footage in the Project (or, in the case of the payment of Taxes, the total leasable square footage in the tax parcel which includes the Premises). Tenant's Proportionate Share may change from time to time as the leasable square footage and/or configuration of the Project is changed.

32. TENANT'S AUTHORITY.

If Tenant signs as a corporation each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Project is located, that the corporation has full right and authority to enter into this Lease, and that all persons signing on behalf of the corporation were authorized to do so by appropriate corporate actions. If Tenant signs as a partnership, trust or other legal entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has complied with all applicable laws, rules and governmental regulations relative to its right to do business in the state and that such entity on behalf of the Tenant was authorized to do so by any and all appropriate partnership, trust or other actions. Tenant agrees to furnish promptly upon request a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Tenant to enter into this Lease. IN ADDITION: Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Term, an event of default will be deemed to have occurred, without the necessity of notice to Tenant.

The validity and effectiveness of this Lease is subject to approval by the City Commission of the City of Fort Lauderdale. Tenant shall reasonably keep Landlord informed upon Landlord’s inquiry of the status of securing such approval; and Tenant shall promptly in writing advise Landlord upon such approval; and if such approval has not been secured within sixty (60) days after the date of execution of this Lease, then, Landlord shall have a continuing right to terminate this Lease (until such time as such approval is secured).

### 33. COMMISSIONS.

Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, except as described on the Primary Terms Page, which commission shall be paid by Landlord.

### 34. TIME AND APPLICABLE LAW.

Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the state in which the Project is located.

### 35. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Article 10, the terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties to this Lease.

### 36. ENTIRE AGREEMENT.

This Lease, together with its exhibits, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no representations made by the Landlord or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease. This Lease may be executed in multiple counterparts and when taken together, the separately executed pages shall be deemed and treated as but one instrument and shall be fully binding and effective for all purposes.

### 37. EXAMINATION NOT OPTION.

Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound by this Lease until it has received a copy of this Lease duly executed by Tenant and has delivered to Tenant a

copy of this Lease duly executed by Landlord, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained in this Lease to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord the first month's rent and any security deposit required by Article 2 and any other sum owed pursuant to this Lease.

38. RECORDATION.

Tenant shall not record or register this Lease or a short form memorandum hereof; and any such attempted recordation shall be void *ab initio*.

39. LIMITATION OF LANDLORD'S LIABILITY.

Redress for any claim against Landlord under this Lease shall be limited to and enforceable only against and to the extent of Landlord's interest in the Project. The obligations of Landlord under this Lease are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of Landlord's investment manager or any trustees or board of directors and officers, as the case may be, general partners, beneficiaries, stockholders, employees, or agents of Landlord or the investment manager.

40. FORCE MAJEURE.

Each party shall be excused for the period or periods of delay in the performance of any of its obligations hereunder (except the payment of rents and except the payment of any other sum of money) when delayed, hindered or prevented from so doing by any cause or causes beyond such party's control, which shall include, without limitation, all labor disputes, riots, civil commotion or insurrection, war or warlike operations, invasion, rebellion, military or usurped power, sabotage, governmental restrictions, regulations or controls, inability to obtain any materials, services or financing, fire or other casualties, acts of God or other matters constituting impossibility of performance under applicable law.

41. RESTRICTIONS; UNDERLYING TITLE.

Tenant and its licensees, concessionaires, employees and customers shall abide by and none of the same shall violate the terms, covenants, conditions, restrictions and agreements set forth among the Public Records and affecting the Project or any portion thereof. In addition, Landlord discloses and Tenant acknowledges, that Landlord's rights in and to the land underlying the Building and Project in whole or in part arises out of that certain long term ground lease previously entered into by Landlord with the City of Fort Lauderdale ("City"), dated October 9, 2017, as amended ("Ground Lease"), a copy of which has been provided to Tenant if requested. Landlord confirms that it will comply with the terms, covenants and conditions of the Ground Lease. Tenant agrees and acknowledges that its rights granted hereunder are subject to the said ground lease and all of its terms and conditions to the extent affecting Tenant's rights under this Lease.

42. TERMINATION

In the event Tenant is not able to obtain the necessary funding, after Tenant has used good faith and commercially reasonable efforts to retain said funding, Tenant shall have the right to terminate the Lease, on the anniversary of the Lease Term by providing Landlord with 90 days prior written notice.

43. SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp. 2d 1305 (S. D. Fla 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F. 3d 1268 (11<sup>th</sup> Cir. 2013) with regard to the "Cuba Amendment", Landlord certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Landlord certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the

Landlord is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

**SPECIAL PROVISIONS:**

A-1 **Exclusive Uses and Restrictive Covenants:** Tenant shall abide by, comply with and not violate any and all "exclusives" and restrictive covenants now affecting the Project or any portion thereof, as set out in Exhibit F (collectively, "Exclusives").

A-2 **Brokers:** Where a broker is (or brokers are) set out (or referenced) on the applicable line on the Retail Lease Primary Terms Page, the following shall control: Landlord affirmatively acknowledges that it shall be responsible to pay any commission arising by reason of this Lease to the broker specifically enumerated on the Retail Lease Primary Terms Page pursuant to and subject to the terms and conditions specified in a separate writing between Landlord and such broker (or, as applicable subject further to the terms of any "co-brokerage" or "cooperating broker" agreement, whereby one broker has a written agreement with Landlord, and another broker, named or unnamed on the Retail Lease Primary Terms Page, does not; herein, a "**Co-Broker**"); and Landlord advises Tenant that the broker with whom Landlord has a written agreement is responsible to agree with any Co-Broker or cooperating broker upon the splitting or co-brokerage terms applicable to the commission to be paid by Landlord. Any such Co-Broker or cooperating broker is therefore responsible independently to arrange for its agreement for brokerage split or division directly with the broker with whom Landlord in fact has a separate written agreement. Notwithstanding any other term or condition of this Lease, none of the said broker(s) constitute third party beneficiaries to this Lease, none may rely upon or employ this Lease or any provision hereof as the basis of liability against Landlord, and the said brokers shall look exclusively to their own separate written agreements between or among themselves and Landlord, as applicable, for all terms and conditions governing Landlord's commission obligations in respect of this Lease.

A-3 **Work: Tenant's Work:** All alterations or improvements to be constructed by Tenant in the Premises, comprising the initial Tenant's Work described above, shall be at Tenant's sole cost and expense, and subject to and in accordance with the requirements and conditions of this Lease including Article 7. Tenant acknowledges that the Premises are in the condition required by this Lease subject however to any "Landlord Work" obligations set forth in Exhibit B (if any) and subject to all field conditions existing at the time of Landlord's tender of possession and subject to the punch list procedure contemplated in this Lease if applicable where there is any pre-tender Landlord Work; and Tenant acknowledges and agrees that Landlord makes no warranty, representation or guaranty of any kind, nature or sort, express or implied, with respect thereto or to title thereof except Landlord shall provide all such warranties as to Landlord's Work obligations (if any) that are secured by Landlord from the contractor, subcontractor, materialmen, laborer or supplier of such work obligations (transferring same to Tenant as and when needed or otherwise making claim thereunder on Tenant's behalf as necessary) and any related punch list obligations thereafter (if any). Tenant shall, upon receipt of any required approvals thereof from Landlord, diligently and continuously prosecute Tenant's Work to completion subject to the terms and conditions of this Lease and Tenant shall cause Tenant's Work to be fully performed and completed, and the Premises to be fully fixtured, fully lighted, and fully staffed, by or prior to the date which is ten (10) days after the Commencement Date. In connection therewith and with Tenant's Work, Tenant shall obtain all governmental approvals, consents and permits, as applicable (if any are required) and so as to comply with applicable "code" (collectively, "**Permits**") and Tenant shall provide copies of all such Permits (if any) to Landlord.

A-4 **Capital Investment:**

In addition to its installments of Annual Rent, CAM and Taxes, Tenant shall also pay timely and as items of additional rent hereunder, the following total sum, payable in four (4) installments as herein provided. Tenant acknowledges that Landlord will have costs and expenditures in the performance of work and various alterations and improvements in and to the Premises in its preparation for Tenant's

occupancy and use (“**Buildout Costs**”). Buildout Costs shall include without limitation the costs for the following: architect, engineers, permitting, inspections, general contractor, and an overall so-called “turn-key” build out of the Premises as shown in Exhibit A and in accordance with the detail, plans, specifications and specifics attached to Exhibit B. All Buildout Costs shall be performed in workman like manner by licensed and qualified contractors and contractors who shall comply with all federal, state and local rules, laws, regulations and ordinances. Tenant agrees to pay an amount not to exceed \$199,999.00 for the Buildout Costs as provided below, as an augment to its rents and charges due under this Lease (as items of additional rent in each case), such augment being the four (4) installments of the total Building Costs, paid as follows:

(1) Upon presentation of a signed construction contract between Landlord and the contractor which shall include a detailed scope of work and such professional contracts as necessary to complete the work and acceptance by the Tenant and a schedule of values, one third (1/3<sup>rd</sup>) of such Building Costs shall be paid by Tenant to Landlord within thirty (30) days of the Commencement Date (“**First Build Out Payment**”);

(2) Subject to Tenant’s reasonable review and reasonably given approval of the work, by and through any qualified third party inspectors retained by Tenant, if any, and in accordance with the schedule of values, one third (1/3<sup>rd</sup>) of such Building Costs shall be paid by Tenant to Landlord within thirty (30) days of the completion of 50% of Landlord’s Work, such completion in substantial accordance with the approved plans and specifications set forth in Exhibit B, and as confirmed by the Landlord’s contractor and then invoiced in writing to Tenant by Landlord (“**Second Build Out Payment**”);

(3) Subject to Tenant’s reasonable review and reasonably given approval of the work, by and through any qualified third party inspectors retained by Tenant, if any, and in accordance with the schedule of values, one sixth (1/6<sup>th</sup>) of such Building Costs shall be paid by Tenant to Landlord within thirty (30) days of Landlord’s receipt of the Temporary Occupancy Certificate (TCO), as then invoiced in writing to Tenant by Landlord (“**Third Build Out Payment**”); and

(4) Subject to Tenant’s reasonable review and reasonably given approval of the work, by and through any qualified third party inspectors retained by Tenant, if any, and in accordance with the schedule of values the remaining balance of such Building Costs shall be paid by Tenant to Landlord within thirty (30) days of Landlord’s receipt of the Certificate of Occupancy (CO), as then invoiced in writing to Tenant by Landlord (“**Fourth Build Out Payment**”).

The First Build Out Payment, Second Build Out Payment, Third Build Out Payment and Fourth Build Out Payment (collectively, the “**Build Out Payments**”) shall in the aggregate be equal to the amount of the total Buildout Costs, but not to exceed \$199,999. Landlord shall report to Tenant the actual costs and expenditures being incurred in prosecuting the work giving rise to the Buildout Costs at the time when the First Build Out Payment comes due. The Tenant reserves the right to withhold up to five percent (5%) of each Build Out Payment for application to the costs incurred by Tenant to correct any defective or inferior work discovered during the inspection and which is not corrected by Landlord. Within forty-five (45) days after the last of any such instances of defective or inferior work has been reasonably addressed to completion, the entirety of such five percent (5%) holdback amounts shall then be paid over to Landlord other than to the extent any portion thereof was properly applied for the correction of any such defective or inferior work. Prior to execution of the construction contract, the parties shall consult and possibly refine the scope of work to meet the Tenant’s budget limitations and to address reasonable means and materials to mitigate excessive sound from the gym above the Premises.

A-5 **Option Terms:**

A. **Grant:** Provided (i) Tenant is not in default or violation of any of the terms or conditions of the Lease at the time of exercise or commencement of the following described options) and (ii) Tenant has not been in monetary default or violation of the Lease on two (2) or more occasions (during the initial term in respect of exercise of the option for the “First Option Term” noted

below or during the First Option Term in respect of exercise of the "Second Option Term" noted below), then Tenant is granted the option to extend the term for **two (2) additional successive periods of five (5) years each** (each an "Option Term", also herein called respectively the "First Option Term" and the "Second Option Term"). The First Option Term (if applicable and properly exercised) would commence immediately following the initial Term of this Lease. The Second Option Term (if applicable and properly exercised) would commence immediately following the First Option Term. All of the foregoing shall be upon the following terms and conditions.

B. **Deadline:** Tenant must deliver written notice to Landlord of its intent to exercise an Option Term (if at all) at least **one hundred eighty (180) days** prior to the expiration of the Term or First Option Term (as applicable) (in either case, the "Notice Deadline") but no earlier than eighteen (18) months prior to the expiration of the Term or First Option Term (as applicable), time being strictly of the essence. Subject to the conditions herein expressed, delivery of written notice to Landlord of the intent to exercise an Option Term shall commit Tenant to such Option Term, subject to agreement on rental terms by the process set forth herein. If Tenant does not so exercise an Option Term in the time and manner herein provided, time being strictly of the essence, any and all of Tenant's rights for such Option Term (and any otherwise available successive Option Term) shall irrevocably be deemed waived.

C. **Terms, FMV Rents:** Each Option Term shall be subject to all the terms and conditions of the Lease, except as modified by this provision (meaning no other options shall be re-imposed). The Annual Rent for the years of each Option Term shall be computed as follows (and the monthly installment thereof, shall be equal to one-twelfth [1/12<sup>th</sup>] the Annual Rent for each such year). Once so computed for the first year of such Option Term, such Annual Rent value shall remain fixed at that per annum value for that first year. Annual Rent for each year of such Option Term shall be an (i) amount agreed to by the parties or (ii) an amount estimated as the fair market value rate that other tenants are paying for similar space of a similar duration within a three mile radius of the Project, all as of the date Tenant exercises such Option Term, together with (that is, plus) all sales, rent, and/or use tax thereon (if any) but subject to the following and provided, however, that (i) the Annual Rent for the first (1st) year of such Option Term shall not be less than two and a half (2.5%) percent higher than the Annual Rent during the final year of the initial Term of this Lease (or of the final year of the First Option Term, as applicable), nor shall the Annual Rent for each succeeding year of such Option Term be less than two and a half (2.5%) percent higher than the Annual Rent during the immediately preceding year of such Option Term. If the Tenant does not agree with Landlord's determination of fair market value of Annual Rent, Tenant may submit to Landlord a written appraisal of the fair market rent for the Premises by an appraiser who is a member of the American Institute of Real Estate Appraisers, having at least seven (7) years of experience in appraising commercial real estate in the county where the Premises is located. If Landlord disagrees with the fair market determination of Annual Rent by the Tenant's appraiser, the Landlord shall, within 45 days of receipt of such appraisal, submit to Tenant a written appraisal of the fair market rate rent by a qualified appraiser with the same or superior qualifications as Tenant's appraiser, as such appraiser is selected by the Landlord. If the difference submitted by the two appraisers is such that the higher value is not in excess of the lower value by more than an amount which is ten (10%) of the lower value, then the fair market rent determined by both shall be averaged and same shall then be deemed to be the agreed upon Annual Rent. If the difference using the same standard noted above is greater than ten (10%), then the Tenant and Landlord's appraisers shall select an independent appraiser with the same or superior qualifications and skills as required above, to select the fair market rate rent but which rate cannot be lower than the lower of the two appraiser's proposed amounts nor higher than the higher of the two appraiser's proposed amounts. In the event the two appraisers cannot settle on a third party independent appraiser within forty-five (45) days, the parties shall ask the American Arbitration Association to select a same or superior qualified appraiser as noted above, to make the determination and the independent appraiser shall either select the Landlord's appraiser's determination or the Tenant's appraiser's determination, whichever such independent appraiser concludes in good faith is closest to fair market rate. The parties shall be responsible for the cost of their own appraiser and shall share equally in the cost of any independent qualified appraiser including any costs charged by the American Arbitration Association. Tenant may not and shall not so exercise either Option Term (as provided above) unless and until it has successfully followed the process herein contemplated for the

determination of the Annual Rent that shall be due for such Option Term. Upon final determination of the Annual Rent, the parties shall enter into a lease amendment to reflect the same.

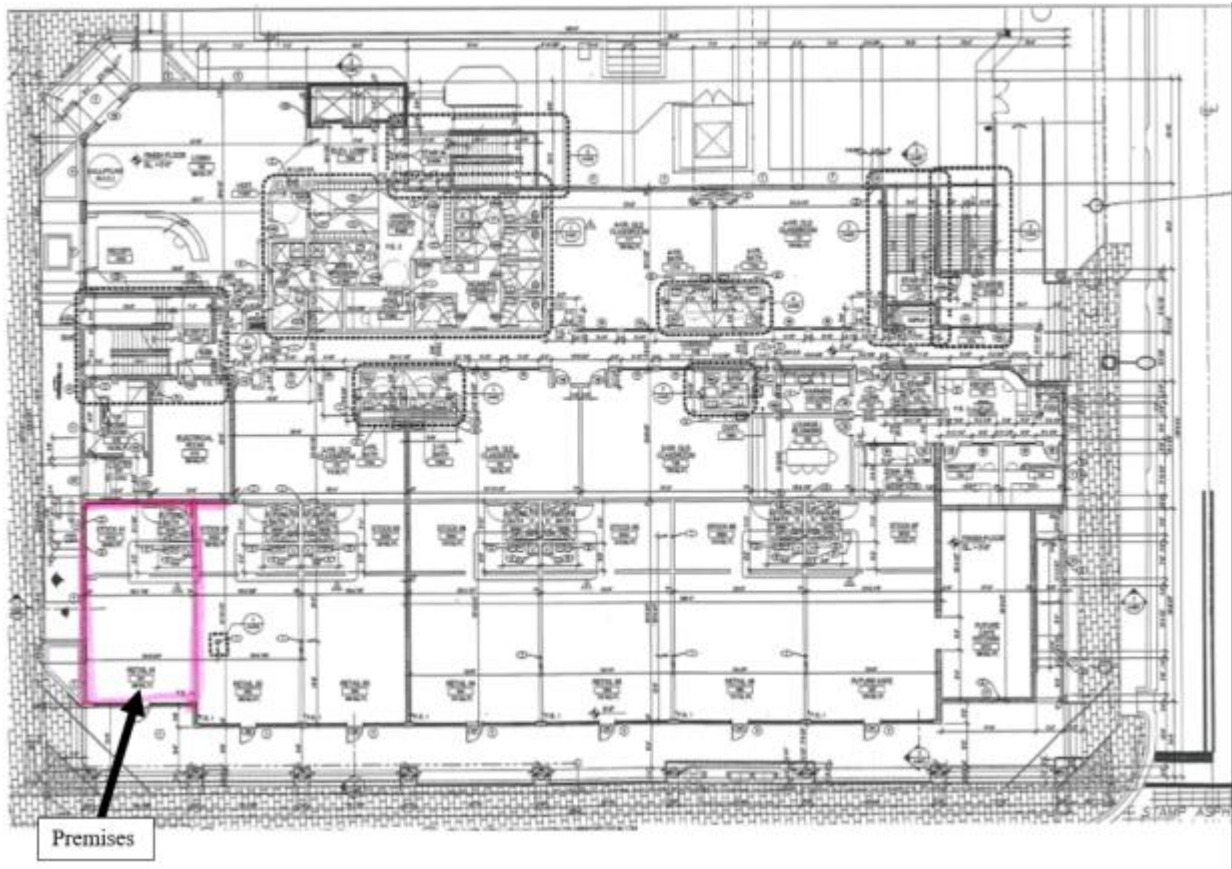
- A-6 **24/7 Access:** Subject to the terms of this Lease, Tenant and its employees will have 24-hour, 7-day per week, 52-weeks per year, access to the Premises in the building for the lawful purposes contemplated in this Lease, subject to periods of emergencies (for example, no violation of the Lease will arise in cases of temporary reduction or loss of access while and directly caused by emergency workers or police engaging in their duties, or if there is any period of reduced or lost access by reason of casualty or other matters beyond Landlord's reasonable control such as a hurricane or other severely inclement weather or by order, mandate or other action of lawful governmental authority, so long as Landlord works with commercially reasonable diligence in good faith to solve the issue at hand).
- A-7 **Parking:** Landlord will allow and permit two (2) parking spaces, for use by Tenant. Landlord will make such designation in such manner as Landlord may determine, including through bumper markings or signage, initially in locations within reasonable proximity to the Premises as Landlord shall determine, subject to adjustment of precise location as Landlord may make from time to time. Nothing herein shall be deemed or construed to suggest that Landlord has agreed to undertake any special or additional level of obligation to police, control, monitor, or enforce such parking spaces. Any perceived inappropriate use of such spaces by customers of the Project or their employees or owners, shall not in and of itself give rise to any breach or violation of this Lease by Landlord; provided, Tenant may exercise its police powers if and as applicable to bring about compliance. Tenant shall be responsible for the costs and expenses of installing any bumper markings and if applicable any signage (and its fabrication) in furtherance hereof and for the periodic maintenance and repair thereof so as to maintain same in good order and condition; provided, Landlord may decline to permit signage such as so-called "stick signage" as an unsightly addition to the Project inconsistent with its higher-end aesthetics and provided Landlord may elect to incorporate such costs into CAM. All such reservation of spaces and markings and if ever applicable signage shall be and remain subject to law and "code" and none shall be permitted so as to obscure visibility to portions of the Project or its improvements in a manner which injures another tenant or occupant's rights.

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## EXHIBIT A

ATTACHED TO THAT CERTAIN LEASE by and between YMCA OF SOUTH FLORIDA, THE DULY REGISTERED FICTITIOUS NAME FOR YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, as Landlord, and THE CITY OF FORT LAUDERDALE, a Florida municipal corporation of the State of Florida, as Tenant respecting Premises identified as: Bay No. 1 in that certain building referred to as the LA Lee YMCA Family Center / Mizell Community Center, located at 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311

## PREMISES



**The following is deemed incorporated onto the site plan sketch here pictured and onto any other image or sketch included with this Lease: This Exhibit** is diagrammatic and is intended only for the purposes of indicating the approximate location of constructed areas comprising the Project and the approximate location of the Premises therein and for the purpose of indicating approximately the boundaries of the Project. It does not in any way supersede any of Landlord's rights set forth in the Lease. It is not to be scaled; any measurements or distances shown or parking counts should be taken as approximate. It does not purport to show the exact or final location of columns, division walls or other required architectural, structural, mechanical or electrical elements. References to tenants (if any) are not and shall not be deemed representations of existing or future tenancies nor of any particular tenant-mix or tenant physical arrangement or placement or operation or closures, now or in the future anticipated.

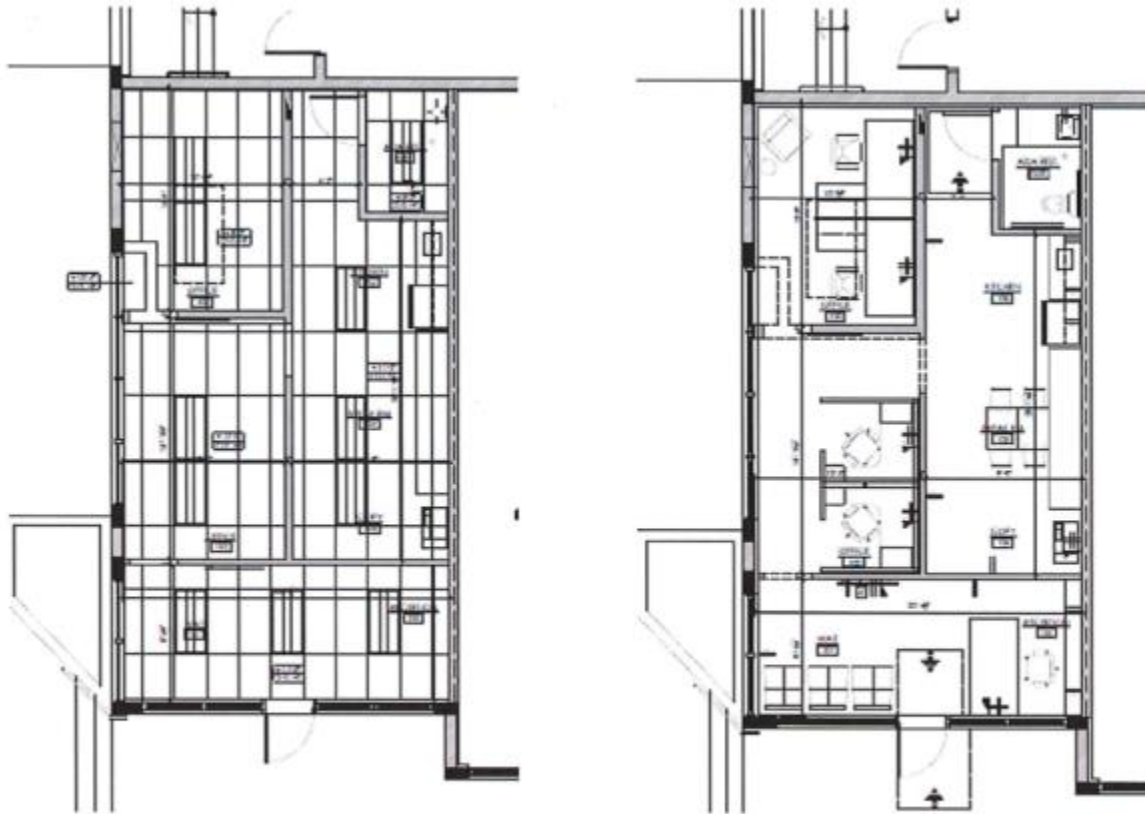
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**EXHIBIT A, CONTINUED**

ATTACHED TO THAT CERTAIN LEASE by and between YMCA OF SOUTH FLORIDA, THE DULY REGISTERED FICTITIOUS NAME FOR YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, as Landlord, and **THE CITY OF FORT LAUDERDALE, a Florida municipal corporation of the State of Florida**, as Tenant respecting Premises identified as: **Bay No. 1** in that certain building referred to as the LA Lee YMCA Family Center / Mizell Community Center, located at 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311

**FLOOR PLAN**



**REFLECTED CEILING PLAN**  
SCALE: 1/4" = 1'-0"  
PHASE 2

**CONSTRUCTION PLAN**  
SCALE: 1/4" = 1'-0"  
PHASE 2

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**EXHIBIT B**

ATTACHED TO THAT CERTAIN LEASE by and between YMCA OF SOUTH FLORIDA, THE DULY REGISTERED FICTITIOUS NAME FOR YOUNG MEN’S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, as Landlord, and **THE CITY OF FORT LAUDERDALE, a Florida municipal corporation of the State of Florida**, as Tenant respecting Premises identified as: **Bay No. 1** in that certain building referred to as the LA Lee YMCA Family Center / Mizell Community Center, located at 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311

**INITIAL ALTERATIONS**

I. Landlord’s Work

The following work is to be performed by Landlord at City's expense (if the following space is left blank, there is no Landlord's Work). Such work shall not exceed \$199,000.00:

**SEE PLANS AND SCOPE OF WORK ATTACHED HERETO AS EXHIBIT B-1 (“Contract Document”)**

The scope of work in the Contract Documents does not include the following items:

\_\_\_\_\_

\_\_\_\_\_

(If and to the extent the lines above remain blank as and when this Lease is signed, then, such lines are deemed to be blank, meaning, there are no items intended to be shown thereon).

II. The Landlord warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the City. All defective work, whether or not in place, may be rejected, corrected or accepted.

11.1.1 Warranty of Title: The Landlord warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Landlord warrants that all equipment, materials and workmanship furnished, whether furnished by the contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Landlord warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

Pursuant to F.S. 255.05(1)(d), the City waives the requirement for a payment and

performance bond.

III. Tenant's Work

The following work is to be performed by Tenant at Tenant's expense (if the following space is left blank, there is no Tenant's Work).

NONE

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**EXHIBIT B-1**

**PLANS AND SCOPE OF WORK**

EXHIBIT B-1

TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
**BAY-1: AT LA LEE YMCA FORT LAUDERDALE**  
SITE ADDRESS: 1121 EAST BROWARD BOULEVARD, FORT LAUDERDALE, FLORIDA 33301



ARCHITECT:

ARCHITECTURAL ALLIANCE  
612 S.W. 4th AVENUE  
FORT LAUDERDALE, FL. 33315

PROJECT MANAGER:

MARCIO MAGDALENO  
PHONE (954) 764-8858 EXT. 19  
mmagdaleno@archall.net

MEP ENGINEER:

YAHYA CONSULTANTS INC.  
5516 NW 58th. AVENUE  
CORAL SPRINGS, FL. 33067

PROJECT ENGINEER:

RAMZI YAHYA  
PHONE (954) 263.9318  
ryehia@ityci.com

ARCHITECTURAL ALLIANCE ARCHITECTURE  
412 S.W. 4th AVENUE FORT LAUDERDALE FLORIDA 33315 PH. 754.754.8811  
WWW.ARCHITECTURALALLIANCE.COM

Pete Meador Eberste  
A R C H I T E C T S  
revision dates

project name

TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
**BAY - 1 AT LA LEE YMCA FORT LAUDERDALE**  
1409 NW 6th STREET (SISTRUNK BOULEVARD)  
FORT LAUDERDALE, FLORIDA 33311

sheet description

COVER SHEET

release date

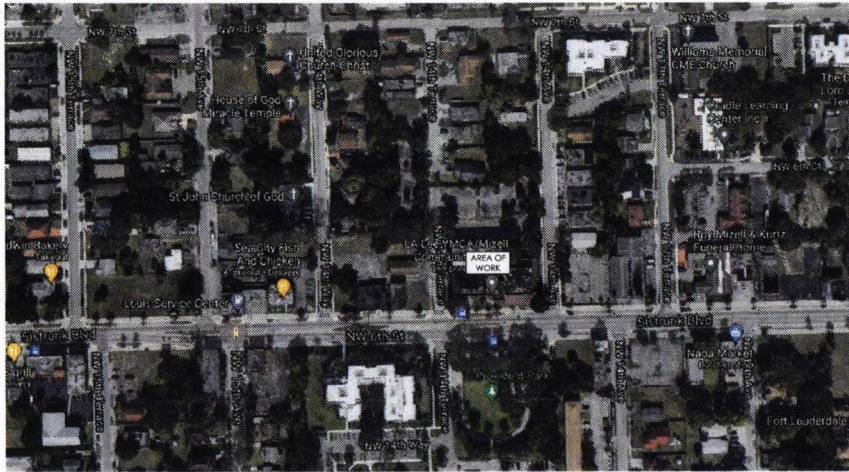
10-14-2022

project number

22128 C

drawing number

**CS-1**



LOCATION MAP



**JOB NAME**  
KINGS & QUEENS HAIR SALON, 1409 NW 6TH STREET, FORT LAUDERDALE, FLORIDA 33311

**APPLICABLE CODES**  
2020 FLORIDA BUILDING CODE - 7th EDITION  
2020 FLORIDA FIRE PREVENTION CODE - 7th EDITION, BASED ON NFPA 1 & NFPA 101, 2018 EDITION

**ACCURACY CODE**  
2020 FLORIDA BUILDING CODE - 7th EDITION

**MECHANICAL CODE**  
2017 NATIONAL MECHANICAL CODE

**ELECTRICAL CODE**  
2017 NATIONAL ELECTRICAL CODE

**PLUMBING CODE**  
2020 FLORIDA PLUMBING CODE - 7th EDITION

CODE ANALYSIS

**BUILDING TYPE**

2020 FLORIDA BUILDING CODE - 7th EDITION  
100% FULLY FIRE SPRINKLERED - EXISTING

FLORIDA FIRE PREVENTION CODE - 7th EDITION (INCLUSIVE OF NFPA 1 & NFPA 101, 2018 EDITION)  
100% FULLY FIRE SPRINKLERED - EXISTING

BUILDING ELEMENTS	FIRE RATING REQUIRED (HOURS)	MINIMUM FIRE RATING PROVIDED (HOURS)
PRIMARY STRUCTURAL FRAME	2	EXISTING
BEARING WALLS	EXTERIOR	2
	INTERIOR	2
NON-BEARING WALLS & PARTITIONS - EXTERIOR FIRE SEPARATION DISTANCE GREATER THAN 30 FT	0	EXISTING
NON-BEARING WALLS & PARTITIONS - INTERIOR ELEVATOR HOISTWAY SHAFT ENCLOSURE, STAIR WALLS	0	EXISTING
FLOOR CONSTRUCTION & SECONDARY MEMBERS	2	EXISTING
ROOF CONSTRUCTION & SECONDARY MEMBERS	1 1/2	EXISTING
EXISTING	N/A	TABLE 504.3
ALLOWABLE NUMBER OF STORES	N/A	TABLE 504.4
OCCUPANCY FIRE SEPARATION	N/A	TABLE 504.2
ALLOWABLE AREA	N/A	TABLE 504.2

SHEET INDEX

ARCHITECTURAL	ORIGINAL	REV.
CS-1	COVER SHEET & LOCATION MAP	8/23/2021
CS-2	GEN. NOTES, SHEET INDEX & CODE LIFE SAFETY ANALYSIS	8/23/2021 1/1/2021
CS-3	GENERAL ADMIN DETAILS	8/23/2021 1/1/2021
SH-1	ARCHITECTURAL - SITE PLAN	8/23/2021
LS-1-3	ARCHITECTURAL - LIFE SAFETY (SEE PLAN NOTES & DETAILS)	8/23/2021
LS-1-1	ARCHITECTURAL - LIFE SAFETY PLAN	8/23/2021
A-1-10a	ARCHITECTURAL - DETAILS SCHEDULES & ELEVATIONS	8/23/2021 1/1/2021
A-1-10b	ARCHITECTURAL - WINDOW DETAILS	8/23/2021 1/1/2021
A-1-10c	ARCHITECTURAL - BEDROOM ENCLAVE PLANS & SCHEDULE	8/23/2021 1/1/2021
A-2-0	ARCHITECTURAL - REFLECTED CEILING PLAN	8/23/2021
A-2-1	ARCHITECTURAL - POWER PLAN	8/23/2021
A-3-0	ARCHITECTURAL - FINISH PLAN	8/23/2021 1/1/2021
A-4-0	ARCHITECTURAL - THE FLOORING & SCHEDULES	8/23/2021
MEP	ORIGINAL	REV.
M-01	MECHANICAL - FLOOR PLAN	8/23/2021
M-02	MECHANICAL - DETAILS	8/23/2021
M-03	MECHANICAL - DETAILS	8/23/2021
M-04	MECHANICAL - SCHEDULES	8/23/2021
E-01	ELECTRICAL - FLOOR PLAN	8/23/2021
E-02	ELECTRICAL - ROOF PLAN	8/23/2021
E-03	ELECTRICAL - SITE PLAN	8/23/2021
E-04	ELECTRICAL - DETAILS & NOTES	8/23/2021
E-05	ELECTRICAL - PANEL SCHEDULES	8/23/2021
E-06	ELECTRICAL - EQUIP. LAYOUT	8/23/2021
E-07	ELECTRICAL - EQUIP. SCHEDULE	8/23/2021
P-01	PLUMBING - SANITARY PLAN	8/23/2021
P-02	PLUMBING - WATER PLAN	8/23/2021
P-03	PLUMBING - WATER PLAN	8/23/2021
P-04	PLUMBING - SANITARY SCHEDULE	8/23/2021
P-05	PLUMBING - WATER & GAS BOWTIE	8/23/2021
P-06	PLUMBING - NOTES & DETAILS	8/23/2021
P-07	PLUMBING - NOTES & DETAILS	8/23/2021
P-08	PLUMBING - NOTES & DETAILS	8/23/2021
P-09	PLUMBING - EQUIP. LAYOUT	8/23/2021
P-10	PLUMBING - SCHEDULE	8/23/2021
FS-01	FIRE SPRINKLER HEAD PLAN	8/23/2021
FS-02	FIRE SPRINKLER DETAILS	8/23/2021

GENERAL CONSTRUCTION NOTES

- THE INTENT OF THESE DOCUMENTS IS FOR A COMPLETE PROJECT TO INCLUDE ALL WORK AND ITEMS NECESSARY FOR THE COMPLETION OF THE WORK. THEREFORE, ALL ITEMS NECESSARY FOR THE COMPLETION OF THE WORK SHALL BE REQUIRED, WHETHER OR NOT SHOWN ON THE PLANS AND/OR CONSTRUCTION DOCUMENTS, BUT ARE REASONABLY RECEIVABLE ALTHOUGH NECESSARY TO PROVIDE THE INDICATED RESULTS.
- THE CONTRACTOR IS REQUIRED TO VERIFY ALL DIMENSIONS - DO NOT SCALE DRAWINGS.
- ALL MATERIALS SHALL BE NEW.
- ALL WORK SHALL BE OF THE HIGHEST QUALITY FOR THE TRADE INVOLVED WITH THE ARCHITECT HAVING THE LAST SAY AS TO QUALITY.
- THE GENERAL CONTRACTOR OR ANY SUBCONTRACTORS SHALL CLEARLY LIST ON HIS BID ANY WORK NOT INCLUDED.
- ALL WORK AND MATERIALS SHALL BE GUARANTEED FOR A MINIMUM OF ONE (1) YEAR FROM THE DATE OF THE COMMENCEMENT OF OCCUPANCY OF THE PROJECT.
- THE CONTRACTOR IS TO REVIEW THE PLANS AND FIELD CONDITIONS AND BECOME FAMILIAR WITH THE WORK. SHOULD HE BECOME AWARE OF ANY DISCREPANCIES HE SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING FOR CLARIFICATION.
- THE OWNER HAS THE RIGHT TO REJECT ANY AND ALL BIDS.
- THE ARCHITECT SHALL APPROVE SUBSTITUTIONS OF ITEMS BY THE CONTRACTOR OR HIS SUBS WHICH THEY BELIEVE TO BE EQUAL OR BETTER. SAID ITEMS WHEN REQUIRED APPROVAL BY A BUILDING OFFICIAL ARE TO BE SUBMITTED TO THE BUILDING DEPARTMENT.
- THE GENERAL CONTRACTOR IS TO MAINTAIN REQUIRED BARRICADES, WARNING DEVICES, SIGNING AND ALL MEASURES NECESSARY TO PROTECT THE WORKMAN AND THE PUBLIC AS REQUIRED BY THE REGULATORY BODIES HAVING JURISDICTION.
- THE GENERAL CONTRACTOR IS TO COORDINATE THE WORK OF ALL TRADES. THE ARCHITECT WILL NOT BE PROVIDING CONSTRUCTION SERVICES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE WORKMANSHIP.
- THE SHEETS OF THE CONSTRUCTION DOCUMENTS ARE COMPLEMENTARY TO EACH OTHER. WHAT IS CALLED FOR ON ONE IS BINDING FOR ALL.
- THE GENERAL CONTRACTOR SHALL OBTAIN ADEQUATE LIABILITY INSURANCE AND MAINTAIN THE POLICY THROUGHOUT THE PROJECT.
- COORDINATION OF ALL THE WORK SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY AND ALL SUBCONTRACTORS SHALL REVIEW ANY PLANS THAT MAY AFFECT THE INSTALLATION OF THEIR WORK.
- THE GENERAL CONTRACTOR OR HIS SUBS SHALL ASK FOR DETAILS WHENEVER UNCERTAIN ABOUT THE METHODS OF INSTALLATIONS. LACK OF DETAILS NOT REQUESTED SHALL NOT EXCUSE IMPROPER INSTALLATION.
- CONTRACTOR NOTE: BEDDERS, BEFORE SUBMITTING BIDS, SHALL VISIT AND CAREFULLY EXAMINE THE AREA AFFECTED BY THE WORK TO FAMILIARIZE THEMSELVES WITH THE SITE CONDITIONS AND THE DIFFICULTIES THAT WILL AFFECT THE EXECUTION OF THE WORK. SUBMISSION OF THE PROPOSAL WILL BE CONSIDERED AS EVIDENCE THAT SUCH AN EXAMINATION HAS BEEN MADE AND MAY LATER BE REQUIRED BECAUSE OF SURFACE BE ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN HAD SUCH AN EXAMINATION BEEN MADE.
- CONTRACTOR IS TO COORDINATE HIS WORK WITH THAT OF THE MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND FIRE ENGINEERS DOCUMENTS BEFORE STARTING WORK.
- ALL WORK IS TO CONFORM TO THE LATEST EDITION OF LOCAL CODES.
- ALL DIMENSIONS AND CONDITIONS MUST BE CHECKED AND VERIFIED PRIOR TO STARTING CONSTRUCTION. UNDER NO CIRCUMSTANCES IS THE CONTRACTOR TO SCALE DRAWINGS TO OBTAIN DIMENSIONS. IF THERE IS ANY QUESTION REGARDING A LACK OF DIMENSIONS, THE CONTRACTOR IS TO NOTIFY THE ARCHITECT AND INFORMATION WILL BE PROVIDED.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY SIGNING AND BARRICADES, ETC., TO ACCOMMODATE ALL WORK IN AN APPROVED MANNER. CONSTRUCTION SHALL MEET OR EXCEED REQUIREMENTS OF ALL APPLICABLE AND APPROPRIATE BUILDING CODES, STANDARDS AND ORDINANCES.
  - IN THE PROCESS OF LOCATING REBAR PARTITIONS, THE CONTRACTOR RESPONSIBLE SHALL REPORT ANY DISCREPANCIES BEFORE PROCEEDING WITH ANY WORK.
  - WALL THICKNESS DIMENSIONS SHOWN ARE NOMINAL. SEE INDIVIDUAL WALL NOTES FOR CONSTRUCTION AND ACTUAL WIDTH.
  - CURBS SHALL BE CLASS 2, 22 WAVE PATTERN CONCRETE.
  - PROTECTOR BANDING OTHER THAN REBAR TO SUPPORT REINFORCING AND ACCESSORIES.
  - FORMS AND AFFIXANCES BY OWNER.

LIFE SAFETY - BUSINESS - B

CODE	2020 FLORIDA BUILDING CODE - 7th EDITION	FLORIDA FIRE PREVENTION CODE - 7th EDITION (INCLUSIVE OF NFPA 1 & NFPA 101, 2018 EDITION)
<b>AREAS</b>	BUSINESS 402 SF. BREAK ROOM 115 SF. WARNING AREA 110 SF.	
<b>MEANS OF EGRESS</b>	TABLE 1004.1.2	TABLE 7.3.1.2
<b>ALLOWABLE OCCUPANT LOAD</b>	BUSINESS AREA 1 PERSON PER 150 BREAK ROOM 1 PERSON PER 15 WARNING AREA 1 PERSON PER 15	BUSINESS AREA 1 PERSON PER 150 BREAK ROOM 1 PERSON PER 15 WARNING AREA 1 PERSON PER 15
<b>ACTUAL OCCUPANT LOAD</b>	BUSINESS AREA 4.0 PERSONS BREAK ROOM 7.7 PERSONS WARNING AREA 19.0 PERSONS	BUSINESS AREA 4.0 PERSONS BREAK ROOM 7.7 PERSONS WARNING AREA 19.0 PERSONS
<b>TOTAL OCCUPANT LOAD</b>	30.7 PERSONS	30.7 PERSONS
<b>MAXIMUM DEAD-END CORRIDOR</b>	SECTION 1002.4 EXCEPTION #2	SECT. 361.2.5.1 & TABLE A7.6 / SECT. 42.2.5 & TABLE A7.6
<b>MAXIMUM TRAVEL DISTANCE</b>	TABLE 1017.2	SECT. 361.2.4 & TABLE A7.6 / SECT. 42.2.4 & TABLE A7.6
<b>COMMON PATH LIMIT</b>	BUSINESS 100 FEET	SECT. 361.2.5.2(B) & TABLE A7.6 / SECT. 42.2.5 & TABLE A7.6
<b>REQUIRED MIN. CORRIDOR WIDTH</b>	TABLE 1003.3 (EXCEPTION 1)	TABLES 7.3.3.1.6 & 7.3.3.1
<b>REQ. MIN. CLEAR OVER. INT. DOORS</b>	SECTION 1003.1.1	SECT. 7.3.4.1
<b>1 1/2 F.U. TOTAL EGRESS WIDTH REQUIRED</b>	TABLE 1003.3	SECT. 7.3.1.2.3.2
<b>1 1/2 F.U. TOTAL EGRESS WIDTH PROVIDED</b>	3.9 INCHES	3.8 INCHES
<b>SIZE OF PROVIDED EXIT</b>	(1) 32 INCHES	(1) 32 INCHES
<b>NUMBER OF EXITS</b>	1 EXIT	BUSINESS WITH MAXIMUM OCCUPANT LOAD OF SPACE = 49



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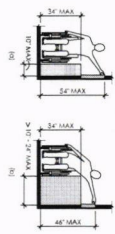
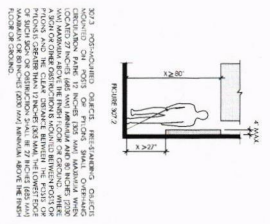
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revision dates

project name

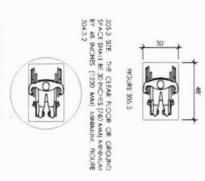
**TENANT IMPROVEMENT FOR:**  
**FALL POLICE SUB-STATION**  
**BAY - 1 AT LA LEE YMCA FORT LAUDERDALE**  
**1409 NW 6TH STREET (SITRUNK BOULEVARD)**  
**FORT LAUDERDALE, FLORIDA 33311**

sheet description  
COVER SHEET, GEN. NOTES & CODE ANALYSIS  
release date  
10-14-2022  
project number  
22128 C  
drawing number

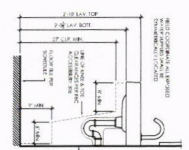
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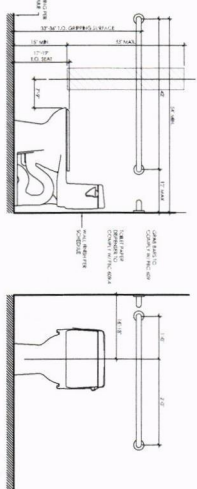
80" MINIMUM CLEARANCE HEIGHT. CLEARANCE HEIGHTS OF 80" OR MORE SHALL BE MAINTAINED THROUGHOUT THE ENTIRE PROJECT. CLEARANCE HEIGHTS SHALL BE MAINTAINED THROUGHOUT THE ENTIRE PROJECT. CLEARANCE HEIGHTS SHALL BE MAINTAINED THROUGHOUT THE ENTIRE PROJECT.



80" MINIMUM CLEARANCE HEIGHT. CLEARANCE HEIGHTS OF 80" OR MORE SHALL BE MAINTAINED THROUGHOUT THE ENTIRE PROJECT. CLEARANCE HEIGHTS SHALL BE MAINTAINED THROUGHOUT THE ENTIRE PROJECT.

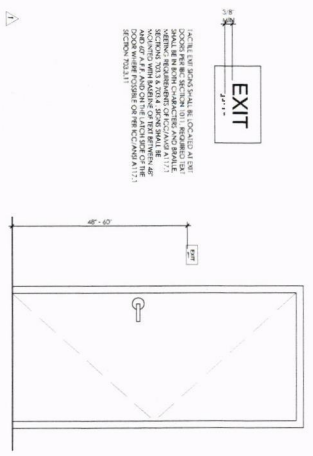
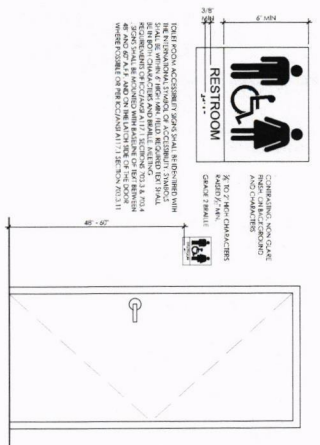


TYP. LAVATORY CLEARANCES

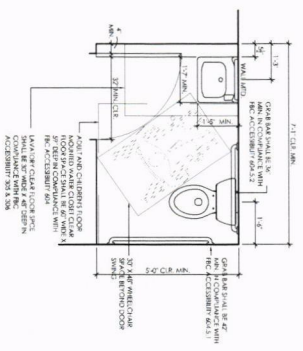


TYP. WATER CLOSET CLEARANCES

TOILET RM. ACCESSIBILITY SIGN



TACTILE EXIT SIGN



TYP. RR. CLEARANCES DET.

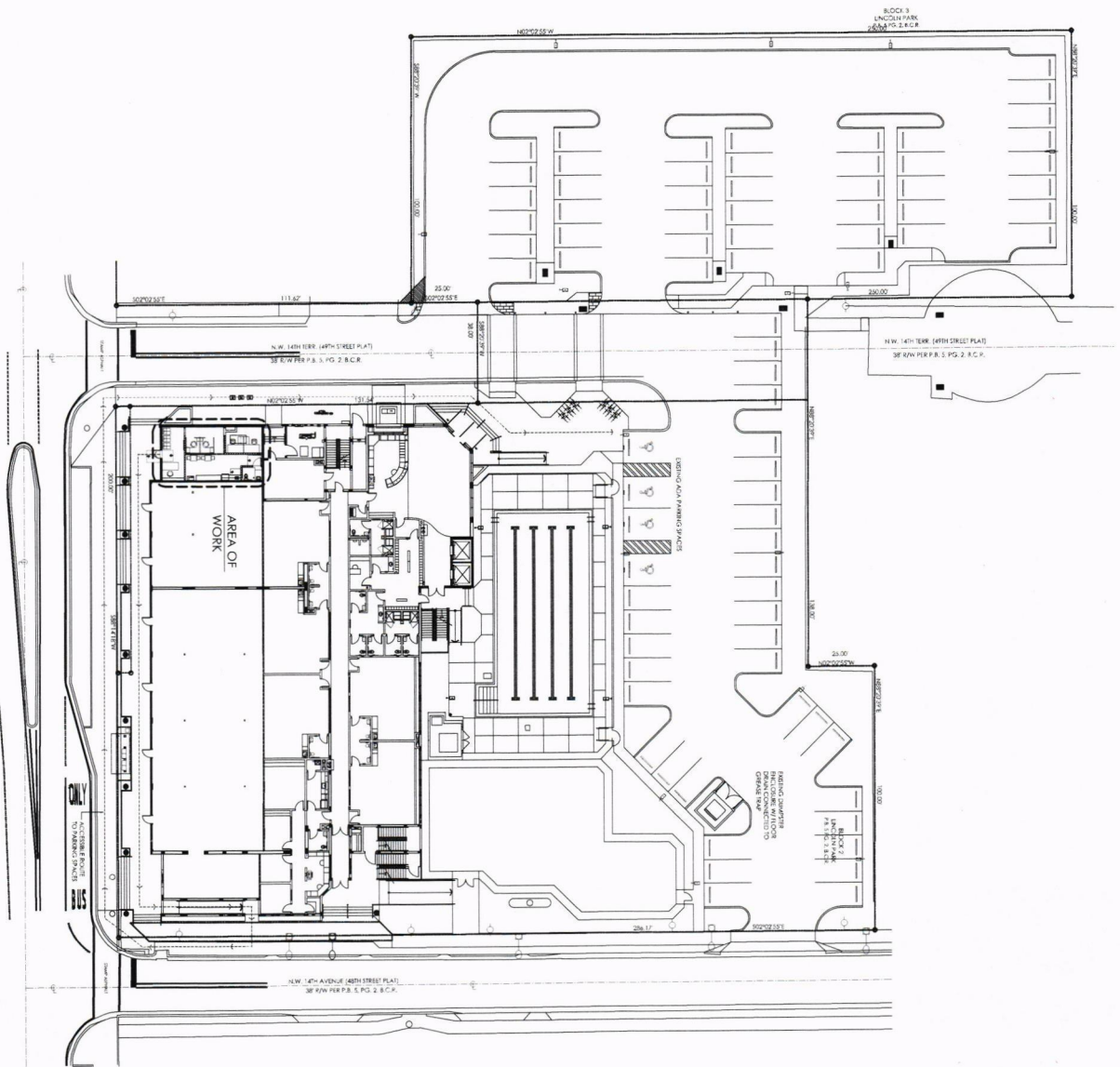
ARCHITECTURAL ALLIANCE  
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 Exhibit 2

24th Meeker Building  
 Fort Lauderdale, FL 33301  
 (954) 575-1100

TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
 BAY - 1 AT LA LEE YMCA FORT LAUDERDALE  
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 FORT LAUDERDALE, FLORIDA 33311

CS-3  
 22128 C  
 10-14-2022  
 22128 C

**SITE / KEY PLAN**  
SCALE: 1" = 20'-0"



**SP-1.0**

REVISION DATE: 10-14-2022  
PROJECT NUMBER: 22128 C  
DRAWING NUMBER: SITE PLAN

TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
BAY - 1 AT LA LEE YMCA FORT LAUDERDALE  
1409 NW 6th STREET (SISTRUNK BOULEVARD)  
FORT LAUDERDALE, FLORIDA 33311

PROJECT NUMBER: 22128 C  
DATE: 10/14/2022  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
SCALE: 1" = 20'-0"

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1400 N. UNIVERSITY AVENUE, SUITE 200  
FORT LAUDERDALE, FLORIDA 33304  
TEL: 954.433.1111  
WWW.AAFLA.COM

PRELIMINARY EXHIBIT  
R.O. 1, 1.6, 3.6  
REVISED: 10/14/2022

CAM # 23-0420  
Exhibit 2



### LIFE SAFETY DESIGN CRITERIA

SEE CHAPTER 9, SECTION 907.02

CHAPTER 9	SECTION 907.02	SECTION 907.02.1	SECTION 907.02.2	SECTION 907.02.3	SECTION 907.02.4	SECTION 907.02.5	SECTION 907.02.6	SECTION 907.02.7	SECTION 907.02.8	SECTION 907.02.9	SECTION 907.02.10
OCCUPANCY	NAME OF PROJECT/CLIENT	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
		CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
OCCUPANT/STAFF	OCCUPANT/STAFF	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
		CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
OCCUPANT/STAFF	OCCUPANT/STAFF	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
		CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
OCCUPANT/STAFF	OCCUPANT/STAFF	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
		CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
OCCUPANT/STAFF	OCCUPANT/STAFF	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
		CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
OCCUPANT/STAFF	OCCUPANT/STAFF	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
		CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
OCCUPANT/STAFF	OCCUPANT/STAFF	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9
		CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9	CHAPTER 9

### INTERIOR WALL & CEILING FINISH REQUIREMENTS

SECTION	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
SECTION 1	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
SECTION 2	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
SECTION 3	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
SECTION 4	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
SECTION 5	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
SECTION 6	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
SECTION 7	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
SECTION 8	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
SECTION 9	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
SECTION 10	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS

### EGRESS CALCULATION

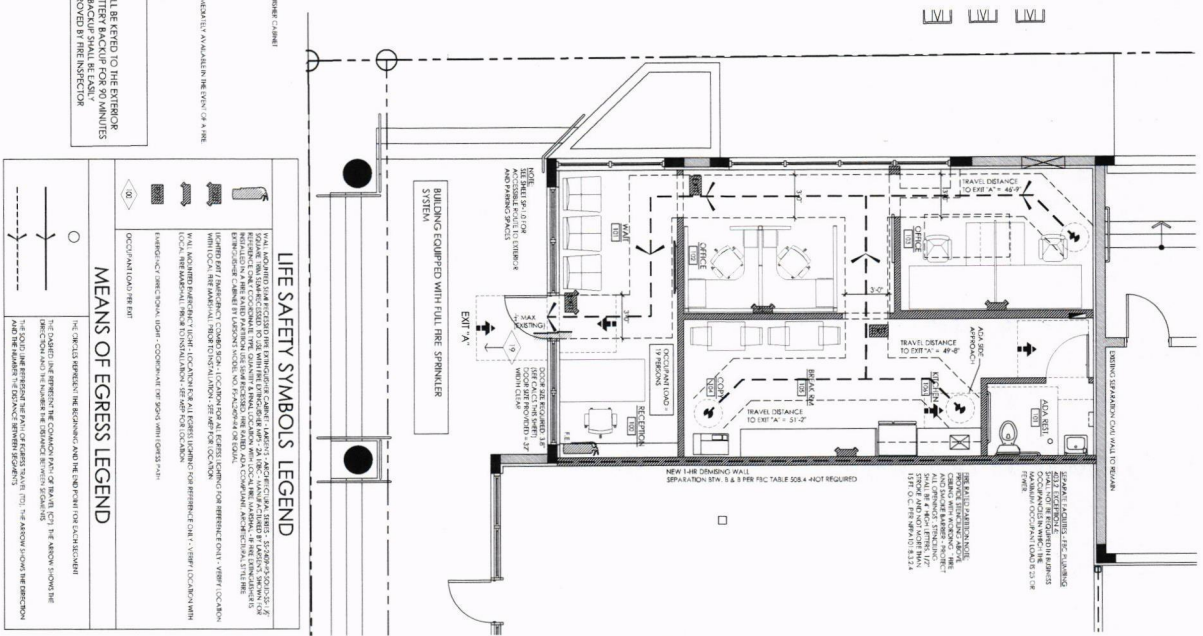
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SECTION 3	EGRESS CALCULATION	EGRESS CALCULATION	EGRESS CALCULATION
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SECTION 5	EGRESS CALCULATION	EGRESS CALCULATION	EGRESS CALCULATION
SECTION 6	EGRESS CALCULATION	EGRESS CALCULATION	EGRESS CALCULATION
SECTION 7	EGRESS CALCULATION	EGRESS CALCULATION	EGRESS CALCULATION
SECTION 8	EGRESS CALCULATION	EGRESS CALCULATION	EGRESS CALCULATION
SECTION 9	EGRESS CALCULATION	EGRESS CALCULATION	EGRESS CALCULATION
SECTION 10	EGRESS CALCULATION	EGRESS CALCULATION	EGRESS CALCULATION

### RESTROOM PLUMBING FIXTURE

SECTION	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE
SECTION 1	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE
SECTION 2	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE
SECTION 3	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE
SECTION 4	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE
SECTION 5	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE
SECTION 6	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE
SECTION 7	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE
SECTION 8	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE
SECTION 9	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE
SECTION 10	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE	RESTROOM PLUMBING FIXTURE

NOTES:

1. ALL EXTERIOR DOORS SHALL BE KEPT TO THE EXTERIOR
2. ALL EXITS SHALL BE BATTERY BACKED FOR 90 MINUTES
3. ALL EXITS SHALL BE KEPT OPEN AT ALL TIMES
4. ALL EXITS SHALL BE KEPT OPEN AT ALL TIMES
5. ALL EXITS SHALL BE KEPT OPEN AT ALL TIMES
6. ALL EXITS SHALL BE KEPT OPEN AT ALL TIMES
7. ALL EXITS SHALL BE KEPT OPEN AT ALL TIMES
8. ALL EXITS SHALL BE KEPT OPEN AT ALL TIMES
9. ALL EXITS SHALL BE KEPT OPEN AT ALL TIMES
10. ALL EXITS SHALL BE KEPT OPEN AT ALL TIMES



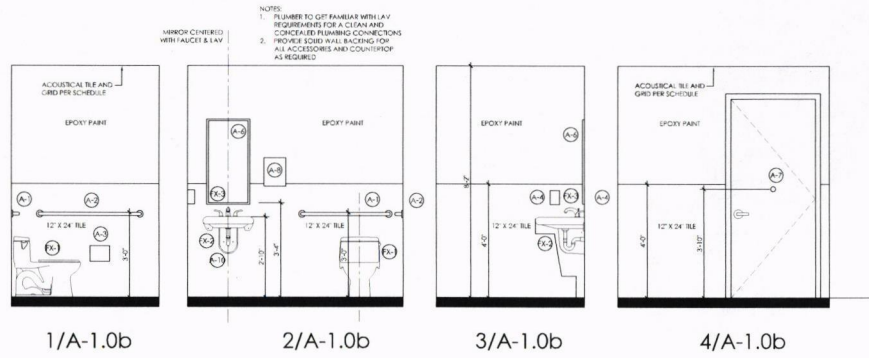
LIFE SAFETY PLAN  
SCALE: 1/4" = 1'-0"

TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
BAY - 1 AT LA LEE YMCA FORT LAUDERDALE  
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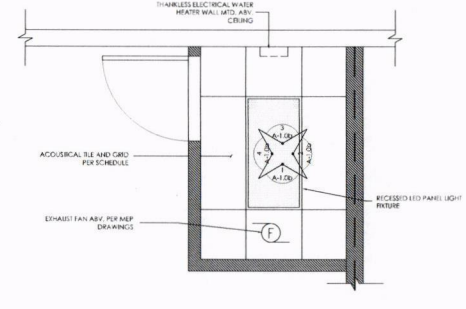
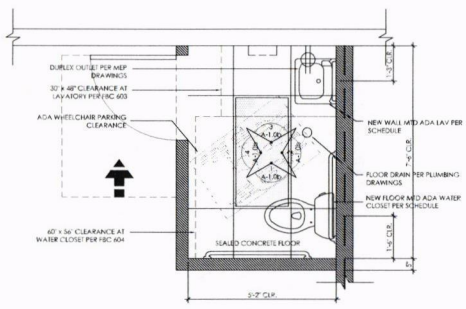
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**RESTROOM INTERIOR ELEVATIONS**  
 SCALE: 1/4" = 1'-0"



**RESTROOM ENLARGED PLAN**  
 SCALE: 3/8" = 1'-0"

**RESTROOM ENLARGED R.C.P.**  
 SCALE: 3/8" = 1'-0"

RESTROOMS SCHEDULE					
AREA	TAG	MATERIAL	DESCRIPTION	REMARKS	
INTERIOR FINISHES	FLOOR	RR-F1	LVT	WORLD LITE (LAUREY VINYL TILE PLAINS)	
	WALLS	RR-WP1	PAINT	SHERWIN WILLIAMS EPOXY PAINT - COLOR TBD	
	WAINSCOT	RR-WW1	PORCELAIN TILE	DUALITE - PORTOFINO COLORBODY PORCELAIN - COLOR (ICE PRO) - 12 X 24 MATE FINISH (UNPOLISHED)	UP TO 48" A.F.F. EXPOSED UNDERSIDE OF STRUCTURE
	CEILING	RR-CF1	-	-	
	TRAY/GRAB	RR-GR1	-	-	
ACCESSORIES	CASING	RR-CS1	WOOD	SHERWIN WILLIAMS - SEM GLOSS - COLOR TBD	
	DOOR	RR-DR1	WOOD	SHERWIN WILLIAMS - SEM GLOSS - COLOR TBD	
	A-1	36" GRAB BAR	BOBRICK - 8-4063-06 - STAINLESS STEEL		ENGINEER CONCEPTS - 554-891-8345
	A-2	42" GRAB BAR	BOBRICK - 8-4063-07 - STAINLESS STEEL		ENGINEER CONCEPTS - 554-891-8345
	A-3	TOILET TISSUE DISPENSER	BOBRICK - 8-4088 - STAINLESS STEEL		ENGINEER CONCEPTS - 554-891-8345
	A-4	SOAP DISPENSER	BOBRICK - 8-4112 - STAINLESS STEEL		ENGINEER CONCEPTS - 554-891-8345
	A-5	WASTE RECEPTACLE	BOBRICK - 8-2250 - STAINLESS STEEL		ENGINEER CONCEPTS - 554-891-8345
	A-6	MIRROR	BOBRICK - 8-290-3448 - STAINLESS STEEL		ENGINEER CONCEPTS - 554-891-8345
	A-7	HEAVY DUTY CLOSMER HOOK	BOBRICK - 8-2116 - STAINLESS STEEL		ENGINEER CONCEPTS - 554-891-8345
	A-8	PAPER TOWEL DISPENSER	BOBRICK - 8-4012 - STAINLESS STEEL		ENGINEER CONCEPTS - 554-891-8345
FIXTURES	FX-1	FLOOR MTD. TOILET 1/28 OFF	SLOAN - WETS-1000-9010	ENGINEER CONCEPTS - 554-891-8345	
	FX-2	WALL MTD. LAVATORY SINGLE HOSE	SLOAN - SS-3065 w/ CER. SHROUD	ENGINEER CONCEPTS - 554-891-8345	
	FX-3	GOOSENECK BODY FAUCET	SLOAN - EAF - 750	ENGINEER CONCEPTS - 554-891-8345	
NEW		NEW			
		EXISTING TO REMAIN FIXTURES RELOCATED REMOVE			

TENANT IMPROVEMENT FOR:  
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 FORT LAUDERDALE, FLORIDA 33311

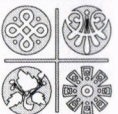
Project Name

CONSTRUCTION PLAN  
 DETAILS & SCHEDULES

release date  
 10-14-2022

project number  
 22128 C

drawing number  
**A-1.0b**



**ARCHITECTURAL ALLIANCE ARCHITECTURE**  
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 WWW.AAFLORIDA.COM



Pete Meador Eberole  
 A R D 0 1 1 8 3 6  
 revision dates

project name

**TENANT IMPROVEMENT FOR:**  
**FLL POLICE SUB-STATION**  
**BAY - 1 AT LA LEE YMCA FORT LAUDERDALE**  
 1409 NW 6th STREET (SISTRUNK BOULEVARD)  
 FORT LAUDERDALE, FLORIDA 33311

sheet description

CONSTRUCTION PLAN

release date

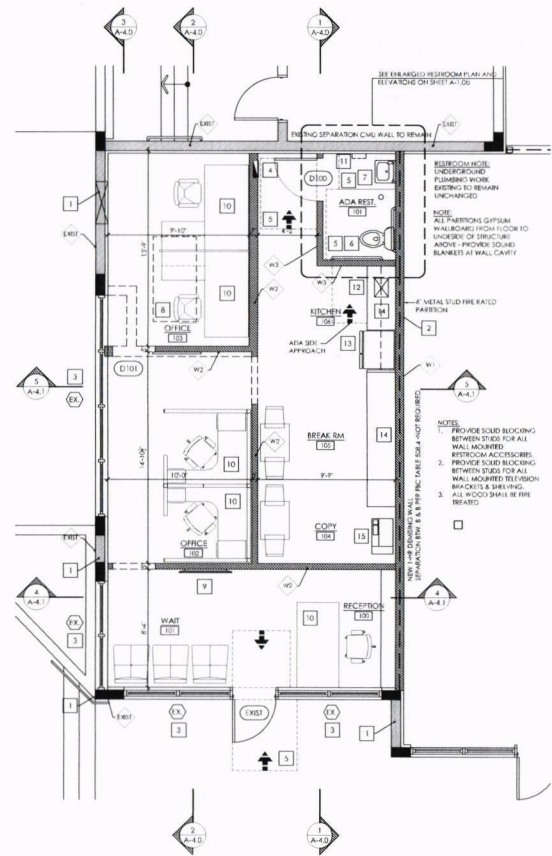
10-14-2022

project number

22128 C

drawing number

**A-1.1**



**CONSTRUCTION PLAN**  
 SCALE: 1/4" = 1'-0"



**PLAN TAG LEGEND:**

- A PLAN NOTE TAG - SEE CONSTRUCTION PLAN KEY NOTES SHEET A-1.00
- W PARTITION TYPE TAG - SEE WALL TYPE SCHEDULE SHEET A-1.00
- EX STOREFRONT SYSTEM TAG - EXISTING
- EXIT STOREFRONT ENTRANCE TAG - EXISTING
- DF DOOR TAG - SEE DOOR & FRAME SCHEDULE SHEET A-1.00

GRAPHIC	CEILING TILE	SUSPENDED GRID AND ACOUSTICAL TILE CEILING SUSPENSION SYSTEM	CEILING HEIGHT
	MANUFACTURER: ARMBRAND PRODUCT FAMILY: CALLA SIZE: 24 X 24 COLOR: WHITE EDGE PROFILE: REGULAR - SMOOTH TEXTURE	MANUFACTURER: ARMBRAND TYPE: SUSPENSION SYSTEM FACE PROFILE: TYPICAL MATERIAL: METAL PRODUCT SURFINISH: COLOR: WHITE	SEE REFLECTED CEILING PLAN
	NEW		
	EXISTING TO REMAIN		
	EXISTING RELOCATED		
	REMOVE		

GRAPHIC	CEILING SYMBOLS
	2 X 2' OR 2X 4' RECESSED MOUNTED LED LIGHT FIXTURE - COLUMBA - SP222-24-304L-G2DU
	4' RECESSED CAN LIGHT FIXTURE - PRISCILLA - UR-4RD-HSL10L-DM1A7R-4RD-5-GL30KRMW-035
	WALL MOUNTED LIGHT FIXTURE - TECH - Z08BCANENK4K1E030
	EMT SIGN / EMERGENCY LIGHT - COMPACT ARCHITECTURAL LED COMBINATION UNIT & EMERGENCY LIGHTING UNIT, MANUFACTURED BY DUAL-LIFE - EVC SERIES - WHITE WITH RED
	EMERGENCY LIGHT - COMPACT ARCHITECTURAL LED EMERGENCY LIGHT UNIT, MANUFACTURED BY DUAL-LIFE - EVC SERIES - WHITE
	EMT SIGN - COMPACT ARCHITECTURAL LED EMT SIGN LIGHT UNIT, MANUFACTURED BY DUAL-LIFE - EVE SERIES - WHITE WITH RED
	NEW
	EXISTING TO REMAIN
	EXISTING RELOCATED
	REMOVE

**GENERAL NOTES**

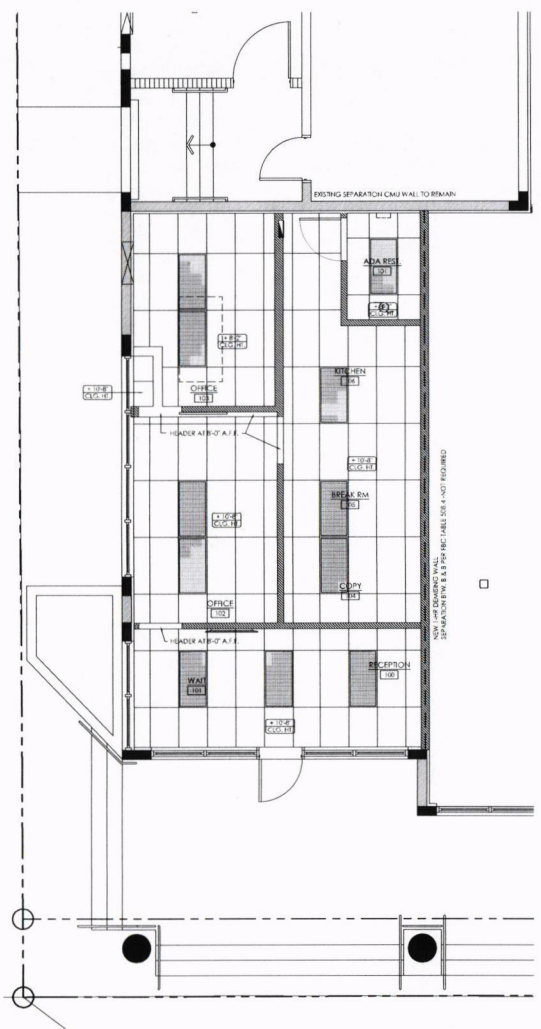
ALL REFERENCES TO ELECTRICAL FIXTURES ON THIS SHEET ARE INTENDED TO BE USED FOR DESIGN/INTENT ONLY. REFER TO M.E.P. DWGS. FOR NECESSARY INFORMATION.

REGARDING NEW ACOUSTICAL TILE CEILING:  
IN THE PROCESS OF ASSIGNING THE CEILING GRID, THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY BUT ONE PROCEEDING WITH WORK.

**NIGHT LIGHT NOTE:**  
NIGHT LIGHT LOCATION AND QUANTITY ARE REQUIRED BY LOCAL CODE ORDINANCES INDICATED ON MEP DRAWINGS BY ELECTRICAL ENGINEER.

**FIRE SPRINKLER NOTE:**  
ALL FIRE SPRINKLER HEADS TO BE INSTALLED AT CENTER OF ACOUSTICAL CEILING TILE - SEE DRAWINGS BY FIRE SPRINKLER ENGINEER. GENERAL CONTRACTOR TO PROVIDE ENGINEERED FIRE SPRINKLER SHOP DRAWINGS FOR REVIEW, APPROVAL & PERMITTING.

**FIRE ALARM NOTE:**  
PROVIDE ENGINEERED FIRE ALARM SHOP DRAWINGS FOR REVIEW, APPROVAL & PERMITTING.



**REFLECTED CEILING PLAN**  
SCALE: 1/4" = 1'-0"

- PLAN TAG LEGEND:**
- PLAN NOTE TAG - SEE CONSTRUCTION PLAN KEY NOTES SHEET A-1.00
  - PARTITION TYPE TAG - SEE WALL TYPE SCHEDULE SHEET A-1.00
  - STORAGE/STORAGE SYSTEM TAG - EXISTING
  - STORAGE/STORAGE ENTRANCE TAG - EXISTING
  - DOOR TAG - SEE DOOR & FRAME SCHEDULE SHEET A-1.00



**ARCHITECTURAL ALLIANCE ARCHITECTURE**  
ARCHITECTS

1101 W. AN AVENUE, SUITE 1400 LAUDERDALE, FLORIDA 33311 • PH: 754.724.4411  
WWW.ArchitecturalAlliance.com

Pete Medor Eberole  
A R 0 0 1 1 E 3 3 6  
revision dates

project name

**TENANT IMPROVEMENT FOR:  
FLL POLICE SUB-STATION  
BAY - 1 AT LA LEE YMCA FORT LAUDERDALE  
1409 NW 6th STREET (SISTRUNK BOULEVARD)  
FORT LAUDERDALE, FLORIDA 33311**

sheet description

**REFLECTED CEILING PLAN**

release date  
**10-14-2022**

project number  
**22128 C**

drawing number  
**A-2.0**



### GENERAL NOTES

BEFORE STARTING WORK PREPARE AND SUBMIT TWO SAMPLES OF FINISHES FOR REVIEW AND APPROVAL. PREPARE ON 1/2" X 11" WHITE CARDBOARD FOR PAINT AND ON ACTUAL WOOD MATERIALS TO MATCH. FINISHES WILL BE APPLIED IN FINISHED WOODWORK. COLOR SAMPLES SHALL HAVE STRIPES IN TO SHOW PRIME COAT, FIRST AND SECOND COAT.

BEFORE STARTING ANY WORK SURFACES TO RECEIVE PAINT AND/OR WALL COVERING FINISHES SHALL BE EXAMINED CAREFULLY FOR DEFECTS WHICH CAN NOT BE CORRECTED BY THE PROCEDURES SPECIFIED HEREIN UNDER PREPARATION OF SURFACES AND WHICH MIGHT PREVENT ADEQUATE PAINTING RESULTS. WORK SHALL NOT PROCEED UNLESS SUCH DEFECTS ARE CORRECTED TO THE ACCEPTANCE OF THE SURFACE, AND THEREAFTER THE GENERAL CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR SATISFACTORY WORK AS REQUIRED HEREIN.

APPROVED MANUFACTURERS STANDARD SPECIFICATIONS AND RECOMMENDATIONS FOR PREPARATION AND APPLICATION OF HIS PRODUCTS ARE HEREBY MADE A PART OF THIS CONTRACT AND SHALL BE ADHERED TO ALL CASES.

ALL PAINTS, PASTE FILLER, AND SHARP MATERIALS SHALL BE DELIVERED IN THE ORIGINAL CONTAINERS WITH THE SEAL UNBROKEN AND LABELS INTACT, AND WITH THE MANUFACTURER'S INSTRUCTIONS PRINTED THEREON.

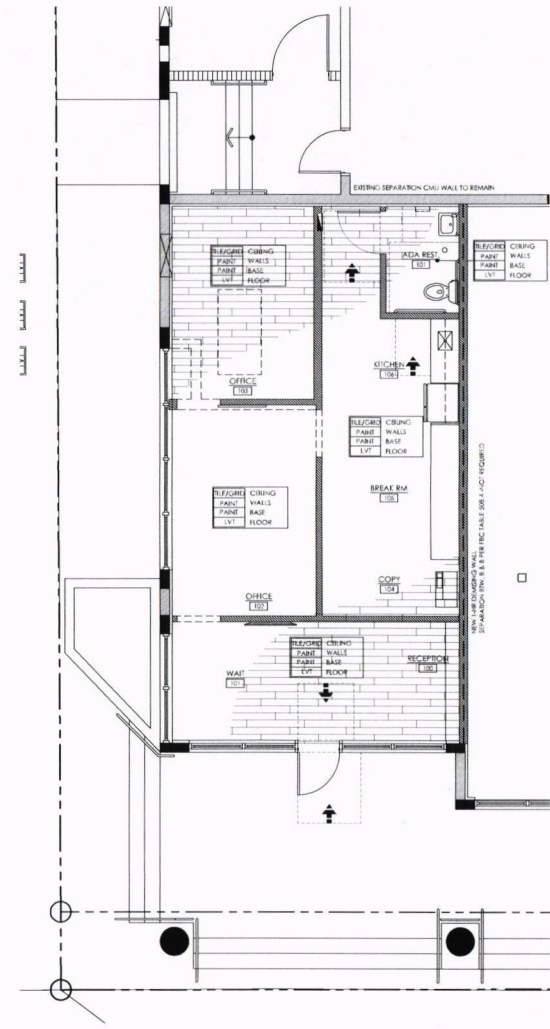
INDICATE FLOOR TRANSITION, I. C. TO PROVIDE ALL FLOOR TRANSITION MARKS AND MATERIALS IS REQUIRED.

GENERAL CONTRACTOR SHALL VERIFY ALL FINISHING FINISHES WITH REGARD TO CURATIVE AVAILABILITY AND REPORT ANY CONFLICTS WITH THE FINISHES PLAN TO THE ARCHITECT PRIOR TO PROCEEDING.

GENERAL CONTRACTOR TO PROVIDE FINISH SAMPLES TO TENANT FOR ALL MATERIALS PRIOR TO ORDER FOR TENANT APPROVAL.

### PREPARATION OF SURFACES

- 1) SURFACES SHALL BE CLEANED, DRIED AND PROTECTED FROM DAMPNESS.
- 2) SURFACES SHALL BE SMOOTH, EVEN, TRUE TO PLANE AND FREE OF ANY FOREIGN MATERIAL.
- 3) SAND PAPER WOOD TO A SMOOTH AND EVEN SURFACE, THEN DUST OFF.
- 4) AFTER FINISHING COAT HAS DRIED, PUTTY ALL NAIL HOLES, CRACKS, OPEN JOINTS, AND OTHER DEFECTS. PUTTY SHALL BE COLORED TO MATCH PAINT.
- 5) FILL ALL MINOR DRILL HOLE, GUN MARKS WITH SPACKLING COMPOUND AND SAND TO A SMOOTH, LEVEL SURFACE. EXERCISE CARE TO AVOID RABBING THE MAP OF OF PAPER.
- 6) PAINTING OR OTHER FINISHING SHALL NOT BE DONE UNDER CONDITIONS UNFAVORABLE FOR EXECUTION OF PAINTING WORK. AIR SHALL BE FREE FROM DUST AND DIRT TO PREVENT LOGGING OF FOREIGN MATTER IN FRESH PAINT. FLOOR MUST BE BROOM CLEAN BEFORE PAINTING IS STARTED.
- 7) EACH COAT SHALL BE BRUSHED ON WELL AND WORKED OUT EVENLY TO LEAVE NO BRUSH MARKS OF "HOUDA". EACH COAT SHALL BE TROWED ON THOROUGHLY AND ROLLED FROM SACS AND ROPS.
- 8) WHENEVER NECESSARY TO OBTAIN REQUIRED RESULTS, A WHOLE WALL SHALL BE REFINISHED RATHER THAN SPOT FINISHING WHERE A FOREIGN.
- 9) MINIMUM DRYING TIME SHALL COMPLY WITH THAT RECOMMENDED BY PAINTS MANUFACTURER. EACH COAT SHALL BE THOROUGHLY DRY BEFORE APPLICATION OF SUCCEEDING COATS.
- 10) MAKE EDGE OF PAINT ADJOINING OTHER MATERIALS OR COLORS SHARP AND CLEAN, AND WITHOUT OVERLAP.



### FINISHES PLAN

SCALE: 1/4" = 1'-0"



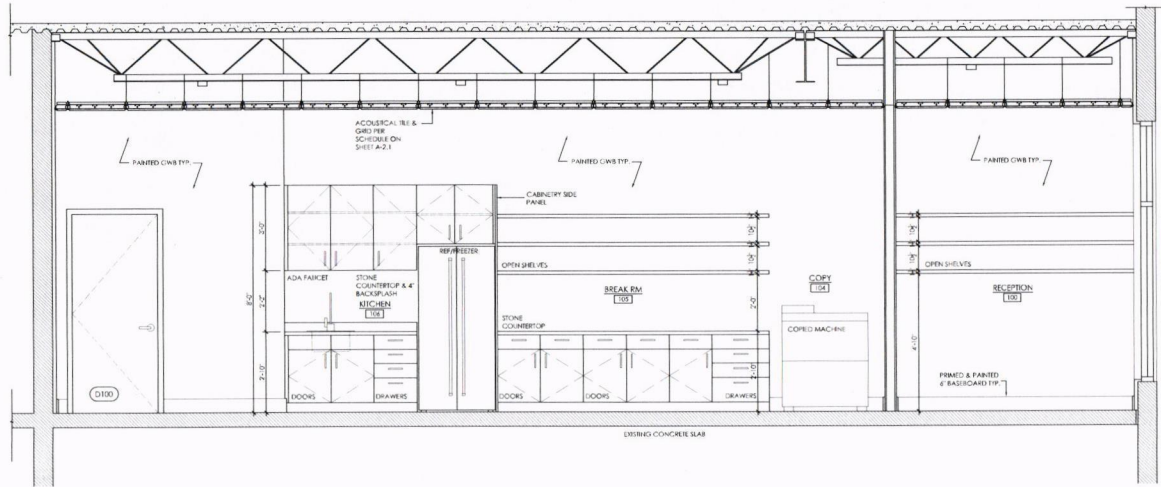
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 A B O O 1 6 5 6  
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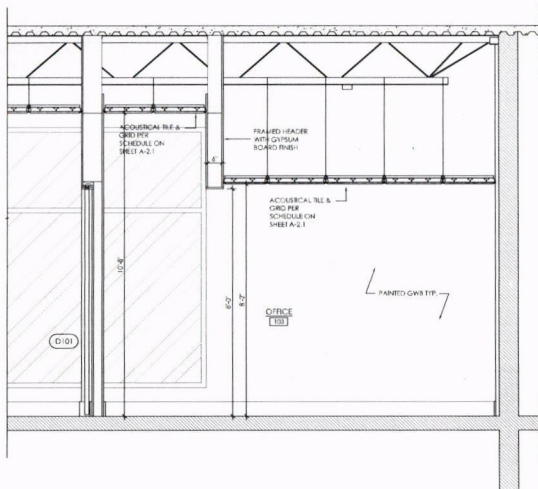
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**TENANT IMPROVEMENT FOR:  
 FLL POLICE SUB-STATION  
 BAY - 1 AT LA LEE YMCA FORT LAUDERDALE**  
 1409 NW 6th STREET (S/STRUNK BOULEVARD)  
 FORT LAUDERDALE, FLORIDA 33311

sheet description
FINISHES PLAN GROUND FLOOR
release date
10-14-2022
project number
22128 C
drawing number

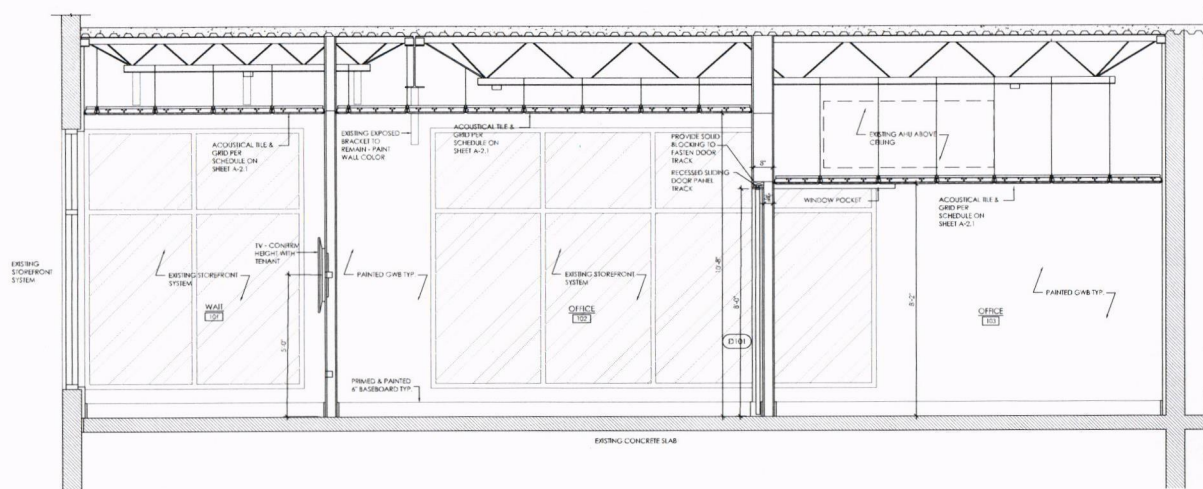
**A-3.0**



**BUILDING SECTION 1/A-4.0**  
SCALE: 1/2" = 1'-0"



**BUILDING SECTION 3/A-4.0**  
SCALE: 1/2" = 1'-0"



**BUILDING SECTION 2/A-4.0**  
SCALE: 1/2" = 1'-0"



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project name

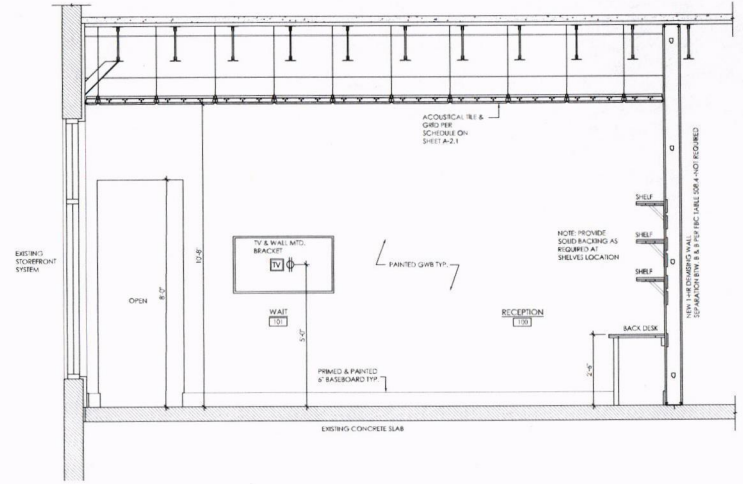
**TENANT IMPROVEMENT FOR:**  
**FLL POLICE SUB-STATION**  
**BAY - 1 AT LA LEE YMCA FORT LAUDERDALE**  
1409 NW 6th STREET (SISTRUNK BOULEVARD)  
FORT LAUDERDALE, FLORIDA 33311

sheet description

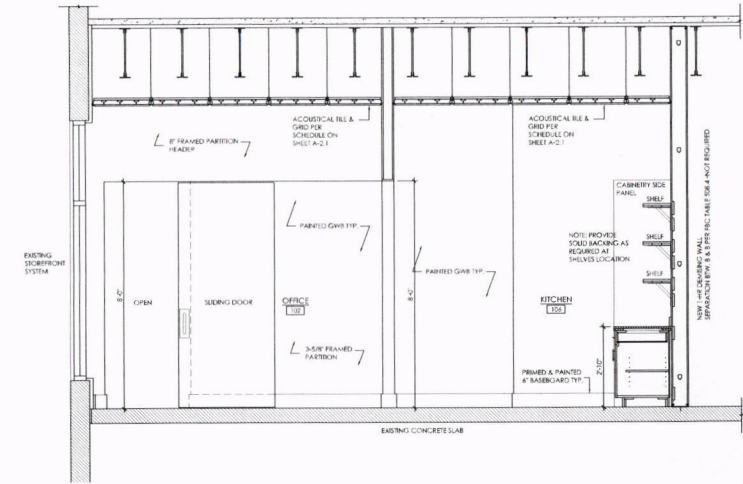
INT. ELEVATIONS & SECTIONS  
release date  
10-14-2022  
project number  
22128 C  
drawing number

**A-4.0**





**BUILDING SECTION 4/A-4.1**  
SCALE: 1/2" = 1'-0"



**BUILDING SECTION 5/A-4.1**  
SCALE: 1/2" = 1'-0"



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revision dates

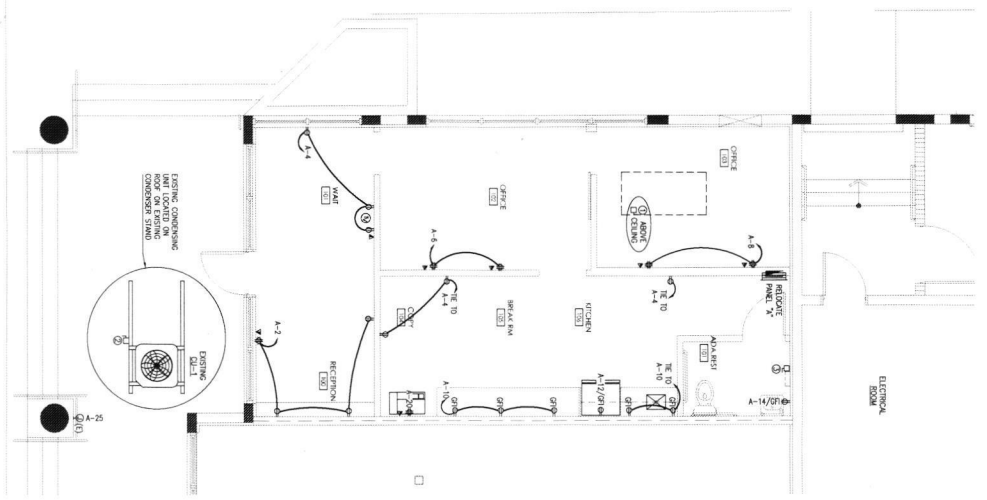
project name

**TENANT IMPROVEMENT FOR:**  
**FLL POLICE SUB-STATION**  
**BAY - 1 AT LA LEE YMCA FORT LAUDERDALE**  
1409 NW 6th STREET (SISTRUNK BOULEVARD)  
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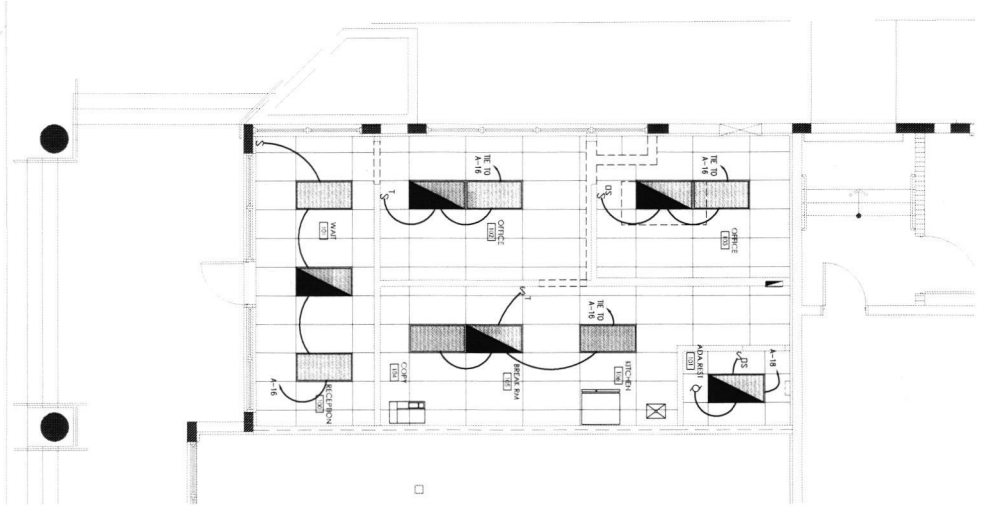
sheet description

**INT. ELEVATIONS & SECTIONS**  
release date  
10-14-2022  
project number  
22128 C  
drawing number

**A-4.1**



ELECTRICAL POWER PLAN  
SCALE: 1/4" = 1'-0"



ELECTRICAL LIGHTING PLAN  
SCALE: 1/4" = 1'-0"

NO.	SYMBOL	DESCRIPTION	CONNECTION	TYPE	NOTES
1	(Symbol)	30 AMP	NEMA 3R	CU-1	EXISTING
2	(Symbol)	30 AMP	NEMA 1	AL-15/15/7	WIRETEK HEAVY

- CODE BOOKS: NEC 2017 AND IRC 2020, THE CODES.
1. ALL OUTLET DISCONNECTS TO BE NEMA 3R.
  2. ALL OUTLET DISCONNECTS TO BE 30 AMP.
  3. DISCONNECTS TO BE 15/15/7.
  4. DISCONNECTS TO BE 15/15/7.
- CONSTRUCTION NOTES:
1. COORDINATE THE LOCATION OF ALL FIXTURES AND EQUIPMENT TO THE ARCHITECT'S REQUIREMENTS.
  2. COORDINATE THE LOCATION OF ALL FIXTURES AND EQUIPMENT TO THE ARCHITECT'S REQUIREMENTS.
  3. ALL FIXTURES, PANELS, TO BE MOUNTED CEILING AND/OR WALL MOUNTED AS SHOWN.
  4. ALL FIXTURES, PANELS, TO BE MOUNTED CEILING AND/OR WALL MOUNTED AS SHOWN.

**Ramzi Yehia**  
 VYHA CONSULTANTS, INC.  
 10-14-2022  
 22128 C



120/208V - WYE

PANELBOARD SCHEDULE - PANEL "A" (EXISTING)

KVA	BUS AMPS			LOAD	WIRE SIZE	COND SIZE	NO. POLES	CB AMPS	POST	PH	FOS	CB AMPS	NO. POLES	COND SIZE	WIRE SIZE	BUS AMPS			KVA	
	A	B	C													A	B	C		
11.3	31			AHL-1	8	10	1	3	60	A	2	56	1	1/2	12	12	RECEP. RECEPTION	7		0.8
		31								B	4	20	1	1/2	12	12	RECEP. WAIT		8	1.1
			31							C	1	20	1	1/2	12	12	RECEP. OFFICE 102			0.2
5.4	15			CU-1 (NON-CONCURRENT)	10	10	3/4	3	30	A	8	20	1	1/2	12	12	RECEP. OFFICE 103	8		0.7
		15								B	10	20	1	1/2	12	12	KITCHEN		12	1.5
			15							C	13	20	1	1/2	12	12	RECP			1.5
12.0	33			WATER HEATER	10	10	3/4	3	35	A	14	20	1	1/2	12	12	HAND DRIVER	12		1.5
		33								B	16	20	1	1/2	12	12	LOT GENERAL		8	1.0
			33							C	18	20	1	1/2	12	12	ADA REST.			1.0
										A	19	20	1	1/2	12	12	COPY	10		1.2
										B	22									
										C	24									
1.2	10			SIGN	12	12	1/2	1	20	A	26									
										B	28									
										C	30									
										A	32									
										B	34									
										C	36									
										A	38									
										B	40									
										C	42									

TOTAL CONNECTED BUS AMPS - PHASE A: 111 PHASE B: 94 PHASE C: 82 CONN. KVA: 34 FULL NEUTRAL BUS: YES  
 RATED VOLTAGE: 120/208V - 3 PHASE RATED AMPS: 125 NUMBER OF BRANCH POLES: 42 GROUND BUS: YES  
 OPERATING VOLTAGE: 120/208V - 3 PHASE BRANCH CIRCUIT DEVICES TO BE CIRCUIT BREAKERS. KEYS DOOR LATCH: YES  
 PANEL TO BE MAIN LUG ONLY. ENCLOSURE TYPE: NEMA 1 HINGED DOOR: YES  
 BRANCHING MUST BE RATED TO INTERRUPT A SHORT CIRCUIT I.S.C. OF 65,000 AMPS SYMMETRICAL OR BE SERIES RATED WITH MAIN  
 APPROVED MANUFACTURERS: CUTLER-HAMMER, SQUARE-D, SIMMONS, AND GE ONLY.  
 MAIN LUGS: 1 SET(S) OF 4-#1 AWG AND #6 EG IN 2 INCH CONDUIT

PANEL "A"  
(763 SQUARE FEET)

LOAD	VA
KITCHEN EQUIPMENT (100% CONNECTED PER NEC 220.20)	0
GENERAL PURPOSE RECEPTACLES (2 VA PER SQ FT)	7,320
763 SQ FT X 2 VA PER SQ FT	7,320
CONNECTED VA @ 100%	7,320
BUILDING LIGHTING LOADS (TABLE 13-415.2.C.1)	1,475
763 SQ FT X 1 VA PER SQ FT X 125%	1,475
CONNECTED VA @ 125%	1,475
SITE LIGHTING LOADS @ 125%	0
BUILDING / MOMENT SIGNS @ 1200W EACH	1,200
SHOW WINDOW	0
HVAC / HEATING LOADS	11,260
COMPRESSOR LOADS @ 100%	0
HEATING LOADS @ 100%	11,260
SMALL APPLIANCE LOADS	1,500
WATER HEATER LOAD	12,000
MOTOR LOADS	0
2% OF LARGEST MOTOR	0
TRACK LIGHTING (150VA PER 2 FOOT SECT PER 225-12(b))	0
MISCELLANEOUS OTHER LOADS	1,200
TOTAL LOAD	35,955
LINE AMPS @ 208 VOLTS - 3 PHASE	100

E13 PANEL SCHEDULE

E15 LOAD CALCULATION

E16

E17

E18

E19

E20

E21

E22

E23

E24

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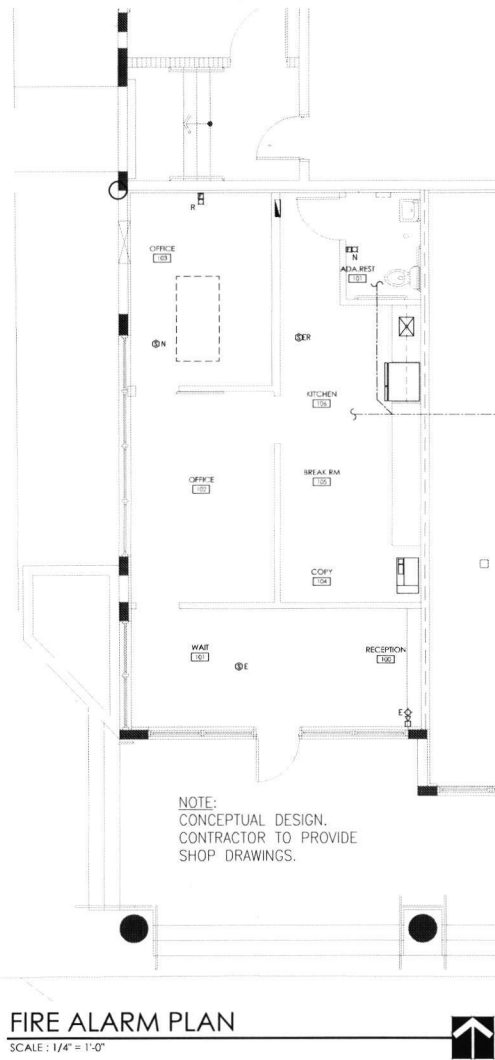


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TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
 BAY-1 AT LA LEE YMCA FORT LAUDERDALE  
 1409 NW 6th STREET (SISTRUNK BOULEVARD)  
 FORT LAUDERDALE, FLORIDA 33311

Electrical Panel Schedule  
 10-14-2022  
 22128 C

E-03



NOTE:  
CONCEPTUAL DESIGN.  
CONTRACTOR TO PROVIDE  
SHOP DRAWINGS.

**FIRE ALARM PLAN**

SCALE: 1/4" = 1'-0"

NOTE:  
FIRE ALARM DESIGN IS CONCEPTUAL. CONTRACTOR IS RESPONSIBLE FOR FIRE ALARM PERMIT AND TO PROVIDE TWO SETS OF SHOP DRAWINGS WITH DEVICES CATALOG CUTS, SPEC'S SHEETS ON ALL DEVICES AND BATTERY CALCULATIONS. THE TWO SETS OF SHOP DRAWINGS SHALL BE SUBMITTED BY A LICENSED FIRE ALARM CONTRACTOR AND BE SIGN AND SEALED AS REQUIRED BY THE CITY FIRE DEPARTMENT. LOCATION AND QUANTITY OF DEVICES SHOWN ON DRAWINGS ARE RECOMMENDATIONS TO CONTRACTOR FOR BIDDING SUGGESTION ONLY.

LEGEND	
E	DEVICES EXISTING TO REMAIN
ER	DEVICES EXISTING TO BE RELOCATED
R	DEVICES EXISTING TO BE REMOVED
N	DEVICES NEW

1. A STATE OF FLORIDA LICENSED FIRE ALARM CONTRACTOR OR AN UNLIMITED ELECTRICAL CONTRACTOR SHALL APPLY FOR A PERMIT AND SUBMIT DETAILED INFORMATION REGARDING THE SYSTEM INCLUDING SPECIFICATIONS SHEETS, MANUALS, COMPATIBILITY LISTS ON ALL DEVICES, WIRING DIAGRAMS, RISER DIAGRAM, BATTERY CALCULATIONS, AND FLOOR PLANS WITH "POINT TO POINT" FOR APPROVAL.
2. THE MAIN FIRE ALARM CONTROL PANEL SHALL BE A MICROPROCESSOR BASE SYSTEM WITH ADDRESSABLE, INTELLIGENT DETECTORS, ADDRESSABLE CONTROL, ROLLY AND MONITOR MODULES, VISIBLE AND AUDIBLE SYSTEM ENGINCATORS AND OTHER SYSTEM CONTROLLED DEVICES IS REQUIRED.
3. ALL WIRING AND CONDUIT TO CONFORM TO N.F.P.A. 72 AND N.E.C. ARTICLE 760. WIRING SHALL BE SOLID COPPER OR STRANDED COPPER WITH A MAX. OF 7 STRANDS FOR 16 GA. AND 18 GA. STRANDED COPPER WITH A MAX. OF 19 STRANDS FOR SIZES 14 AND LARGER AS REQUIRED BY N.E.C. 760 AND N.F.P.A. 70.
4. ALL FIRE STOP PENETRATIONS SHALL BE MADE WITH APPROVED (NFC) METALLIC CONDUIT AND SHALL BE SEALED WITH A U.L. APPROVED FIRE STOP MATERIAL (SEE FIRE STOP DETAIL).
5. ROUTING OF THE FIRE ALARM SYSTEM CONDUIT IS DIAGRAMMATIC ONLY. VERIFY EXACT LOCATIONS PRIOR TO STARTING WORK.
6. ALL FIRE ALARM VISUAL SIGNAL (STROBES) SHALL ACTIVATE UPON INITIATION OF THE GENERAL ALARM.
7. ALL FIRE ALARM AUDIBLE SIGNALS IN OPEN AREA SHALL HAVE A THREE PLUS TEMPORAL PATTERN.
8. ALL FIRE ALARM AUDIBLE SIGNALS SHALL HAVE A SOUND LEVEL OF AT LEAST 15 dba ABOVE THE AVERAGE AMBIENT SOUND LEVEL.
9. MANUAL STATIONS SHALL BE INSTALLED AT 48" A.F.F.
10. MOUNT FIRE ALARM SYSTEM HORN/STROBES AT NOT A.F.F. OR 6" BELOW CEILING, WHICH EVER IS LOWER.
11. MOUNT FIRE ALARM STROBES AT 90" A.F.F. OR 6" BELOW CEILING, WHICH EVER IS LOWER.
12. SMOKE DETECTORS TO BE INSTALLED AS REQUIRED BY N.F.P.A. 72.
13. THE FIRE ALARM PANEL SHALL HAVE AN EARTH GROUND CONNECTION AS REQUIRED BY THE SYSTEM MANUFACTURER, AND N.E.C. ARTICLE 760. MINIMUM SIZE IS #8 AWG FOR GROUND CONNECTION. (NOTE: PANEL, NEUTRAL OR CONDUIT GROUND IS NOT ACCEPTABLE).
14. A GENERAL ALARM SHALL BE ANNOUNCED UPON ACTIVATION OF ANY FULL STATION, FLOW SWITCH DETECTION DEVICE, A TROUBLE SIGNAL SHALL BE ANNOUNCED UPON ANY TAMPER SWITCH, ACTIVATION OR FAILURE OR REMOVAL OF ANY DETECTOR OR MANUAL DEVICE.
15. HANG EXIST SMOKE DETECTORS SHALL BE CONNECTED TO THE FIRE ALARM CONTROL PANEL AND SHALL INITIATE A TROUBLE (SUPERVISORY) SIGNAL ONLY.
16. FIRE ALARM SYSTEM SHALL BE U.L. CERTIFIED.
17. FIRE ALARM CIRCUITS AND DEVICES SHALL BE CLASS "B", STYLE "C".
18. SECURITY LOCK SYSTEM (BY OTHERS) SHALL BE TIED INTO FIRE ALARM SYSTEM. EMERGENCY EXITS SHALL UNLOCK UPON RECEIPT OF ANY FIRE SIGNAL OR LOSS OF PRIMARY POWER.
19. PROVIDE CERTIFICATE OF COMPLETION AT THE FINAL INSPECTIONS OF THE FIRE ALARM SYSTEM.
20. FIRE ALARM CONTRACTOR SHALL PROVIDE A DETAILED SET OF SHOP DRAWINGS INCLUDING DEVICE CUT SHEETS, A COMPLETE POINT TO POINT WIRING DIAGRAM AND COMPLETE BATTERY CALCULATIONS (FOR THE SYSTEM TO BE INSTALLED) TO THE BUILDING DEPARTMENT (AUTHORITY HAVING JURISDICTION AT THE TIME OF APPLICATION FOR BUILDING DEPARTMENT).
21. PROVIDE THE OWNER WITH A COMPLETE FIRE ALARM SYSTEM AND INSTALLATION MANUAL, COVERING ALL SYSTEM EQUIPMENT INSTALLED FOR THIS PROJECT. KEEP AT THE MAIN FIRE ALARM CONTROL PANEL.
22. FIRE ALARM CONTRACTOR SHALL PROVIDE SHOP DRAWINGS WITH BATTERY CALCULATIONS AND CUT SHEETS.

- UPON SIGNAL FROM INITIATING DEVICE:
1. FIRE ALARM HORN AND STROBES ARE ACTIVATED
  2. AIR HANDLERS ARE SHUT DOWN
  3. FIRE ALARM SYSTEM CALL FIRE DEPARTMENT

**FA2 FIRE ALARM SEQUENCE OF OPERATION**  
N.T.S.

□	FIRE ALARM MANUAL PULL STATION NOTIFIER
⊙	PHOSPHORESCENT SMOKE DETECTOR NOTIFIER
⊖	CARBON MONOXIDE DETECTOR
⊕	SMOKE DETECTOR NOTIFIER #PHOSADOP, 24 VOLT
⊗	HEAT DETECTOR (DET 3) COMBINATION - RATE OF RISE AND FIXED TEMPERATURE NOTIFIER
⊠	FIRE ALARM CONTROL PANEL - ADDRESSABLE NOTIFIER
⊞	REMOTE POWER SUPPLY NOTIFIER
⊡	FIRE ALARM SYSTEM ANNUNCIATOR NOTIFIER
⊢	FIRE ALARM HORN / STROBE COMBINATION NOTIFIER
⊣	FIRE ALARM STROBE NOTIFIER
⊤	FIRE ALARM HORN
⊥	FIRE ALARM HORN-HORN
⊦	FIRE ALARM HORN-HORN AND STROBE
⊧	FIRE ALARM FLOW SWITCH (FURNISHED BY SPRINKLER CONTRACTOR)
⊨	FIRE ALARM HORN SWITCH (FURNISHED BY SPRINKLER CONTRACTOR)
⊩	REMOTE TEST NOTIFIER
⊪	CONTROL RELAY MODULE NOTIFIER (FAN SHUT DOWN)
⊫	NOTIFIER MODULE, PROVIDE ONE FOR EACH FLOW SWITCH & TAMPER SWITCH NOTIFIER
⊬	WEATHER PROOF DEVICE

**FA3 FIRE ALARM SEQUENCE OF OPERATION**  
N.T.S.

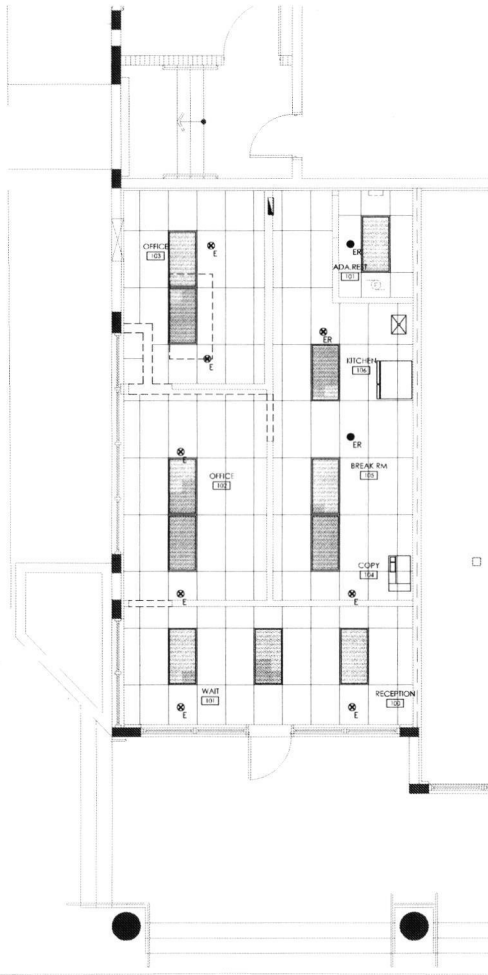
**FA4 FIRE ALARM SYMBOLS**  
N.T.S.

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TENANT IMPROVEMENT FOR:  
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Fire Alarm Plan  
10-14-2022  
22128 C  
FA-01



**CODE NOTES**

1. CODE IN EFFECT: NFPA 13 2019, NFPA 2020 7TH EDITION AND FBC 2020 7TH EDITION

**FIRE SPRINKLER NOTES:**

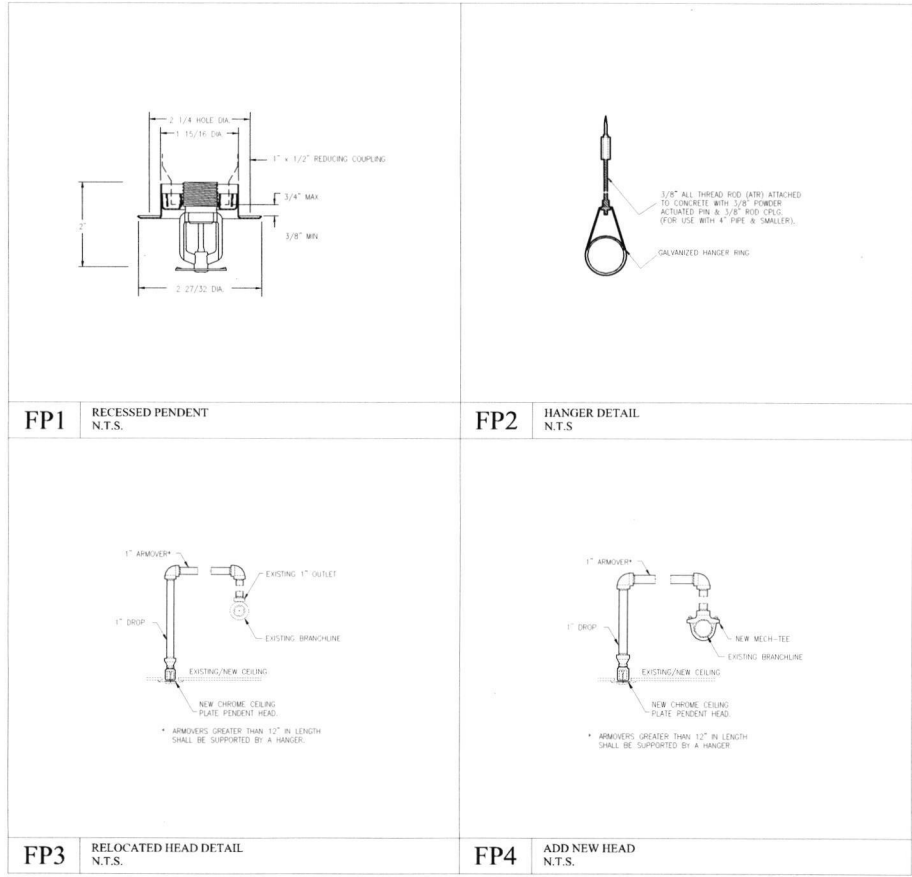
1. A STATE OF FLORIDA LICENSED FIRE SPRINKLER SYSTEM CONTRACTOR SHALL APPLY FOR A PERMIT AND SUBMIT DETAILED SPRINKLER PLANS INCLUDING HYDRAULIC CALCULATIONS, MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS FOR ALL INTENDED EQUIPMENT/MATERIAL.
2. THE CONTRACTOR SHALL PROVIDE A COMPLETE FIRE SPRINKLER INSTALLATION FOR THE PROJECT AS INDICATED IN THE DESIGN DOCUMENTS. THE SYSTEM SHALL BE DESIGNED IN ACCORDANCE WITH THE 2017 FLORIDA BUILDING CODE, THE 2017 FLORIDA FIRE PREVENTION CODE, NFPA 13 (2016 EDITION), THE OWNER'S INSURANCE COMPANY IF ANY, THE STATE AND/OR LOCAL FIRE MARSHAL, THE LOCAL BUILDING DEPARTMENT, AND OTHER APPLICABLE RULES AND REGULATIONS.
3. THE DESIGN DOCUMENTS ARE NOT AND SHALL NOT BE CONSIDERED SHOP DRAWINGS NOR INSTALLATION DRAWINGS.
4. THE CONTRACTOR SHALL SUBMIT THREE (3) SETS OF SHOP DRAWINGS AND, IF APPLICABLE, HYDRAULIC CALCULATIONS FOR REVIEW BY THE ARCHITECT/OWNER PRIOR TO COMMENCING ANY FIELD WORK. AS WELL, THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND, IF APPLICABLE, HYDRAULIC CALCULATIONS TO THE LOCAL BUILDING DEPARTMENT OR AUTHORITY HAVING JURISDICTION AND OBTAIN ALL NECESSARY APPROVALS AND PERMITS FOR THE PROJECT.
5. THE CONTRACTOR SHALL COORDINATE ALL FIRE SPRINKLER WORK WITH ALL OTHER CONSTRUCTION DISCIPLINES INCLUDING BUT NOT LIMITED TO HVAC, PLUMBING, ELECTRICAL, STRUCTURAL AND CIVIL. THE SHOP DRAWINGS, INCLUDING HYDRAULIC CALCULATIONS, SHALL SHOW THE SIZES, TYPES, AND DIMENSIONAL LOCATIONS FOR ALL FIRE SPRINKLERS, MAINS, BRANCHES, AND EXISTING PIPING FOR THE WATER SUPPLY TO THE CONNECTION OF THE NEW SYSTEM.

7. FIRE SPRINKLERS SHOWN REPRESENT THE MINIMUM REQUIREMENTS PER NFPA 13. CLASSIFICATION AS DESCRIBED ON PLANS. THE CONTRACTOR SHALL REMOVE EXISTING FIRE SPRINKLERS AND/OR FIRE SPRINKLER PIPING NOT REQUIRED FOR THE PERMANENT INSTALLATION AT THE END OF THE INSTALLATION PHASE.
8. COORDINATE ANY SPECIAL TESTING REQUIRED BY THE LANDLORD.
9. PIPING INSTALLATION
  - A. MAKE CHANGES IN SIZE OF PIPE WITH REDUCING FITTINGS; BUSHINGS ARE NOT PERMITTED.
  - B. CAP OPENINGS IN PIPING DURING CONSTRUCTION.
  - C. ESCUTCHEONS: FIT EXPOSED PIPES PASSING THROUGH FLOORS, WALL OR CEILING WITH ESCUTCHEONS MANUFACTURE SPECIAL SIZES OF ESCUTCHEONS FROM STEEL AND PRIME COAT SAME. CUT IN ROUND, RECTANGULAR OR SQUARE SPACE TO PROVIDE A CLEAN APPEARANCE.
  - D. PENETRATIONS THROUGH FIRE RATED WALLS SHOULD BE FILLED WITH A UL LISTED FIRE SEALANT IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND TO PROVIDE AT LEAST THE MINIMUM FIRE RATING OF THE WALL.
  - E. NOT USED.
  - F. ABOVEGROUND PIPE MATERIALS:
    - F.1. CPVC, SCHEDULE 40, ALLED XL, AMERICAN B/LT OR COPPER (TYPE K, L, OR M) FOR PIPE SIZES 1" THROUGH 2". IF USING CPVC, SIZE 2-1/2" IS PERMITTED.
    - F.2. IF NOT USING CPVC, SCHEDULE 10 FOR PIPE SIZES 2-1/2" OR 3" NIPPLES SHALL NOT EXCEED 2'.
    - F.3. SCHEDULE 80 FOR 4" IN LENGTH.
  - G. UNDERGROUND PIPE MATERIALS: 1/2" AND LARGER:
    - G.1. DUCTILE IRON MEETING ANNA C104 STANDARDS
    - G.2. STEEL MEETING ANNA C200 STANDARDS
    - G.3. CONCRETE MEETING ANNA C300 STANDARDS
    - G.4. PLASTIC MEETING ANNA C300 STANDARDS

11. THE CONTRACTOR SHALL REMOVE ANY DEBRIS AND/OR REMAINING MATERIALS NOT USED IN THE INSTALLATION PRIOR TO PROJECT COMPLETION.
12. CONTRACTOR SHALL VISIT THE BUILDING AND FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING A BID OR COMMENCING ANY WORK.
13. ALL INFORMATION CONTAINED IN THESE DRAWINGS IS ACCORDING TO THE ORIGINAL CONSTRUCTION DOCUMENTS PROVIDED BY THE OWNER AND LIMITED FIELD OBSERVATIONS. THE ENGINEER MAKES NO REPRESENTATION FOR THE ACCURACY OF SUCH INFORMATION AND ALL MATERIALS, EQUIPMENT, DIMENSIONS, CONDITIONS, ETC. SHALL BE FIELD VERIFIED.
14. ALL WORK SHALL BE DONE IN STRICT COORDINATION AND AS APPROVED BY THE OWNER. ALL INTERRUPTIONS IN THE FUNCTIONING OF THE FIRE SPRINKLER SYSTEM SHALL BE DONE DURING OFF-HOURS (UNOCCUPIED TIMES) OR STRICTLY AS APPROVED BY THE OWNER. NOTIFICATION OF A SHUTDOWN TO THE FIRE SPRINKLER SYSTEM, INCLUDING THE DURATION TIME, SHALL BE MADE TO THE OWNER A MINIMUM OF SEVEN (7) DAYS IN ADVANCE OF SUCH WORK.
15. THE CONTRACTOR SHALL BEAR ALL COSTS OF:
  - A. PREPARING SHOP DRAWINGS AND DOCUMENTS
  - B. SECURING PERMITS AND APPROVALS
  - C. LABOR
  - D. MATERIALS
  - E. CLEAN UP/WASTE REMOVAL
16. LOCATION OF SPRINKLER HEADS INSIDE ROOMS MAY REQUIRE ADDITIONAL COORDINATION WITH ARCHITECT. PROVIDE SPACES AS NECESSARY OR CREATE A WIDER SPACE INSIDE THE DRYWALL TO ALLOW FOR PIPING AND FITTINGS.

LEGEND	
E	DEMOTES EXISTING SPRINKLER HEAD TO REMAIN
ER	DEMOTES EXISTING SPRINKLER HEAD TO BE RELOCATED
R	DEMOTES EXISTING SPRINKLER HEAD TO BE REMOVED
N	DEMOTES NEW SPRINKLER HEAD
●	CONCEALED SPRINKLER HEAD
⊗	UPRIGHT SPRINKLER HEAD

**FIRE PROTECTION PLAN**  
SCALE: 1/4" = 1'-0"



**FP1 RECESSED PENDENT N.T.S.**

**FP2 HANGER DETAIL N.T.S.**

**FP3 RELOCATED HEAD DETAIL N.T.S.**

**FP4 ADD NEW HEAD N.T.S.**

Digitally signed by Ramzi Yehia  
DN: cn=Ramzi Yehia, o=VYRHA CONSULTANTS, INC., email=ramzi.yehia@vyrha.com, c=US  
Date: 2023.10.26 09:52:10 -0400

**Ramzi Yehia**

**VYRHA CONSULTANTS, INC.**

1409 NW 6th Street (Sistrunk Boulevard), Fort Lauderdale, Florida 33311

Fire Protection Plan

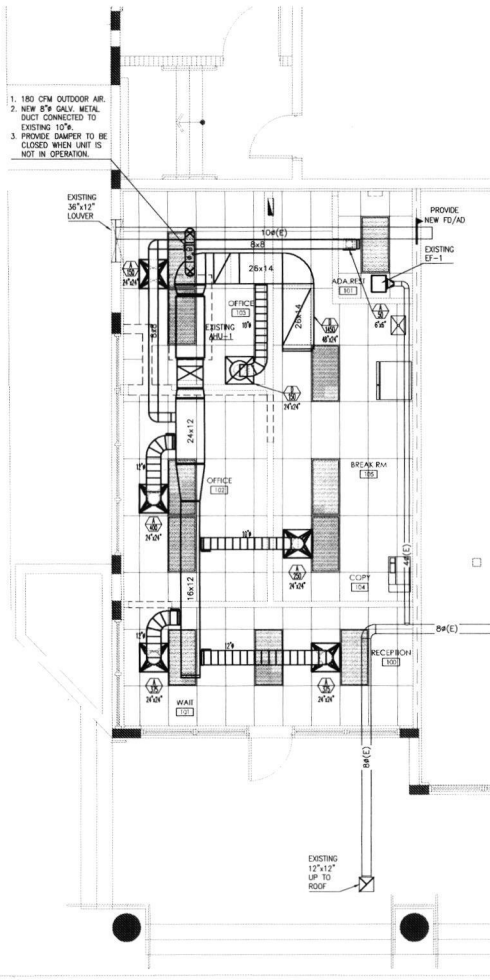
10-14-2022

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TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
BAY-1 AT LA LEE YMCA FORT LAUDERDALE  
1409 NW 6th STREET (SISTRUNK BOULEVARD)  
FORT LAUDERDALE, FLORIDA 33311

1. 180 CFM OUTDOOR AIR.
2. NEW 8" GALV. METAL DUCT CONNECTED TO EXISTING 10".
3. PROVIDE DAMPER TO BE CLOSED WHEN UNIT IS NOT IN OPERATION.



- CODE NOTES**
1. CODE IN EFFECT: FBC 2020 7TH EDITION.
- GENERAL NOTES**
1. ALL THERMOSTATS, MOUNTED AT 48", COORDINATE FINAL LOCATION WITH OWNER/ARCHITECT.
  2. COORDINATE FINAL LOCATION/ALIGNMENT OF ALL DIFFUSERS WITH ARCHITECT/OWNER PRIOR TO ROUGH IN.
  3. ALL DUCTS, AIR HANDLERS, FILTER BOXES AND BUILDING CHIMNES THAT FORM THE PRIMARY AIR CONTAINMENT PASSAGeways FOR AIR DISTRIBUTION SYSTEMS SHALL BE CONSIDERED DUCTS OR PLENUM CHAMBERS, SHALL BE CONSTRUCTED AND SEALED IN ACCORDANCE WITH SECTION R403.3.2.
  4. DUCT INSULATION SHALL COMPLY WITH FBC-EC R403.3.
  5. EXHAUST DUCT SHALL COMPLY WITH FBC 505.1.
- CONSTRUCTION NOTES**
1. ELECTRICAL MECHANICAL AND PLUMBING CONTRACTORS TO COORDINATE THE LOCATION OF ALL FIXTURES AND EQUIPMENT WITH THE ARCHITECTURAL REFLECTED CEILING DRAWINGS.
  2. CONTRACTOR TO SUBMIT REQUEST FOR ADDITIONAL INFORMATION OR CLARIFICATION FROM ARCHITECT IF ANY DISCREPANCIES ARE FOUND THAT AFFECT THE LOCATION OF ANY FIXTURE AND/OR EQUIPMENT AS LOCATED IN THE ARCHITECTURAL REFLECTED CEILING DRAWINGS.
  3. ALL FIXTURES VISIBLE TO BE MOUNTED CENTERED AND/OR EQUAL DISTANCE IN THE SPACE - AS FOR THE ARCHITECTURAL REFLECTED CEILING DRAWINGS. CONTRACTOR MUST CONTACT ARCHITECT TO COORDINATE LOCATIONS(S) PRIOR TO INSTALLATION.

**MECHANICAL PLAN**

SCALE : 1/4" = 1'-0"



03/08/2022  
OWNER'S REVISION

TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
 BAY-1 AT LA LEE YMCA FORT LAUDERDALE  
 1409 NW 6th STREET (SISTRUNK BOULEVARD)  
 FORT LAUDERDALE, FLORIDA 33311

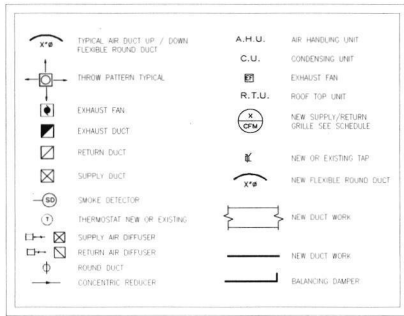
**Ramzi Yehia**  
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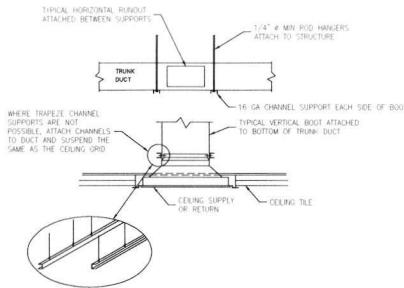


Mechanical Plan  
 10-14-2022  
 22128 C

**M-01**



**M1** MECHANICAL HVAC LEGEND AND ABBREVIATION  
N.T.S.

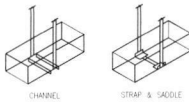


NOTES:  
1. ON CONDITIONED SUPPLY AIR OUTLETS, EXTEND INSULATION DOWN AND COVER BACK OF DIFFUSERS SEAL TO PROVIDE A TOTAL MOISTURE BARRIER.

**M5** DUCT SUPPORT AT AND ABOVE CEILING GRILLE  
N.T.S.

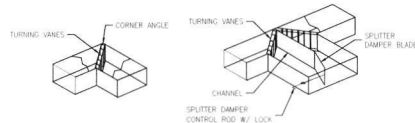
**HANGING**

HANG ALL DUCT PER SMANSA STANDARDS

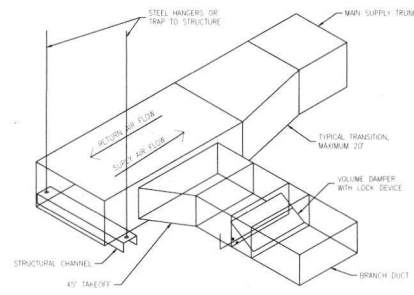


**ELBOW**

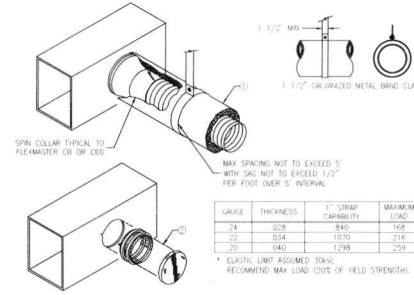
**TEE**



**M2** TYPICAL DUCT DETAILS  
N.T.S.

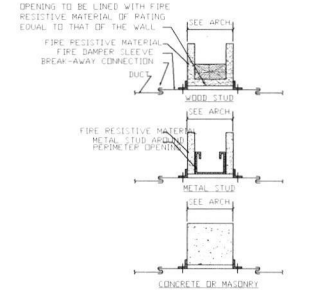
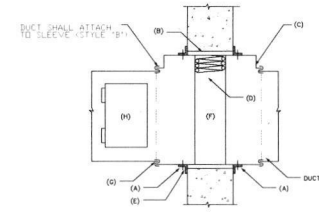


**M3** BRANCH DUCT TAKEOFF DETAIL  
N.T.S.



NOTES:  
1. FLEX DUCT INSTALLATIONS AND SUPPORT HANGERS, SADDLES AND OTHER SUPPORTS SHALL MEET THE MANUFACTURER'S RECOMMENDATIONS AND IN NO CASE SHALL THE MATERIAL SUPPORTING FLEXIBLE DUCT THAT IS IN DIRECT CONTACT WITH IT BE LESS THAN 1/8" WIDE.  
2. FLEX DUCT WITH EXTERNAL INSULATION AND VAPOR BARRIER JACKETING TYPICAL TO "FABRIFLEX", "INSPECTOR SERIES", "SPRILOOKS".

**M7** SUPPORT REQUIREMENTS FOR FLEX DUCT  
N.T.S.



TYPICAL INSTALLATION NOTES:  
(A) RETAINING ANGLE: MINIMUM 1-1/2" X 1-1/2" X 0.054 (16 GA) RETAINING ANGLE MUST OVERLAP STRUCTURE OPENING 1" MINIMUM AND COVER CORNERS OF OPENING AS SHOWN  
(B) STEEL SLEEVE  
(C) APPROVED FIRE DAMPER CURTAIN OR BLADE TYPE  
(D) SECURE RETAINING ANGLE TO SLEEVE WITH NO. 10 STEEL SCREWS  
(E) SECURE DAMPER TO SLEEVE ON 8" CENTERS WITH 10 STEEL SCREWS  
(F) CONNECT DUCT TO SLEEVE WITH BREAKAWAY CONNECTION  
(G) FULLY GASKETED HINGED CASE LOCK FIRE DAMPER ACCESS DOOR LABEL TYPE DAMPER ACCESS  
NOTE:  
ALL SMOKE AND FIRE DAMPERS (UNDER 16" IN HEIGHT) SHALL BE OVERSIZED BY 2" AND TRANSDUCED DOWN TO DUCT SIZE TO MAXIMIZE FREE AREA.

**M8** STYLE "B" FIRE DAMPER DETAIL  
N.T.S.

**M10**

**M11**

**M12**



FOR RASMI YEHIA ARCHITECTS P.C.

TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
BAY-1 AT LA LEE YMCA FORT LAUDERDALE  
1409 NW 6th STREET (SISTRUNK BOULEVARD)  
FORT LAUDERDALE, FLORIDA 33311

Ramzi Yehia  
YAHYA CONSULTANTS, INC.  
MECHANICAL ENGINEER  
PROJECT #22-217



Mechanical Details  
10-14-2022  
22128 C

**M-02**





ARCHITECTURAL ALLIANCE ARCHITECTURE

3200 Baywood Gardens Blvd. Suite 100 Ft. Lauderdale, FL 33309

10/14/2022

TENANT IMPROVEMENT FOR: FULL POLICE SUB-STATION BAY-1 AT LA LEE YMCA FORT LAUDERDALE 1409 N.W. 6th STREET (SISTRUNK BOULEVARD) FORT LAUDERDALE, FLORIDA 33311

Mechanical Schedules

10-14-2022

22128 C

M-03

SYMBOL	SERVICE	DESCRIPTION	MANUFACTURER MODEL NUMBER
A	CEILING SUPPLY DIFFUSERS	SQUARE CEILING DIFFUSER EXTRUDED ALUMINUM CONSTRUCTION. THREE- OR FOUR-WAY AIR DISTRIBUTION. OPPOSED-BLADE DAMPER. BRIGHT WHITE FINISH. SIZE AS SHOWN ON PLANS.	HART & COOLEY MODEL: AH-300S OR EQUIVALENT
B	CEILING SUPPLY DIFFUSERS	ROUND CEILING DIFFUSER. STEEL CONSTRUCTION. 360-DEGREE PATTERN. HORIZONTAL TO VERTICAL PATTERN CHANGE. BRIGHT WHITE FINISH. SIZE AS SHOWN ON PLANS.	HART & COOLEY MODEL NO. 320 OR EQUIVALENT
C	WALL SUPPLY DIFFUSERS	RECTANGULAR WALL DIFFUSERS. EXTRUDED ALUMINUM CONSTRUCTION. VERTICAL FRONT BARS. BRIGHT WHITE FINISH. SIZE AS SHOWN ON PLANS.	HART & COOLEY MODEL NO. VM OR EQUIVALENT
D	CEILING RETURN REGISTERS	EXTRUDED ALUMINUM CONSTRUCTION. CURVED BLADES FIXED ON ONE-NOSE SPACING. BRIGHT WHITE FINISH. SIZE AS SHOWN ON PLANS.	HART & COOLEY MODEL: R-20 OR EQUIVALENT
E	WALL RETURN GRILLE	EXTRUDED ALUMINUM CONSTRUCTION. FACE DAMPERS FIXED AT A 90-DEGREE ANGLE FROM FACE. BRIGHT WHITE FINISH. SIZE AS SHOWN ON PLANS.	HART & COOLEY MODEL: R-100 OR EQUIVALENT

M13 AIR DISTRIBUTION SCHEDULE

DESCRIPTION	REQUIRED
DUCT SMOKE DETECTOR	YES
FIRE DAMPERS	YES
SMOKE DETECTOR	NO
FIRE RATED ENCLOSURE	NO
FIRE RATED ROOF/FLOOR	NO
FIRE STOPPING	NO
SMOKE CONTROL	NO

M14 HVAC DESIGN REQUIREMENTS

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE SYSTEM IN ACCORDANCE WITH THESE DRAWINGS, THE APPLICABLE BUILDING CODE AND ALL OTHER APPLICABLE STATE, COUNTY AND LOCAL ORDINANCES AND THE LATEST EDITION OF THE FOLLOWING PUBLICATIONS: SMACNA, ASHRAE, NFPA 90A, 90B, 91 & ANSI B-9.1 MECHANICAL REFRIGERATION.

2. THE CONTRACTOR SHALL PAY ALL COSTS OF PERMIT, INSPECTIONS AND ALL OTHER COSTS INCIDENTAL TO THE COMPLETION AND TESTING OF THIS WORK.

3. THE CONTRACTOR SHALL VISIT THE SITE AND COORDINATE WORK WITH OTHER TRADES.

4. THE CONTRACTOR SHALL SUPPLY THE ARCHITECT WITH "AS-BUILT" DRAWINGS.

5. CONTRACTOR SHALL SUBMIT, FOR APPROVAL FIVE (5) COPIES OF MANUFACTURER'S DRAWINGS FOR EACH TYPE OF EQUIPMENT AND CONTROLS INCLUDED IN CONTRACT.

6. ALL MATERIAL SHALL BE NEW OF U.S. MANUFACTURE OF GOOD QUALITY. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER BY SKILLED WORKMAN.

7. ALL AIR CONDITIONING DUCT WORK SHALL BE OF 1-1/2" (N-4) STANDARD DUTY FOLY REINFORCED FIBERGLASS WITH MANUFACTURER'S LOGO PRINTED ON VAPOR BARRIER ALL FLEX TO BE R-6.

8. ALL EXHAUST DUCTS AND OUTSIDE AIR DUCTS SHALL BE GALVANIZED SHEET METAL WITH SEALED SEAMS AND JOINTS.

9. DUCT SIZES SHOWN ARE INSIDE DIMENSIONS.

10. ALL AIR DEVICES (DIFFUSERS, REGISTERS AND GRILLES) SHALL BE ALL ALUMINUM CONSTRUCTION WITH EXPOSED SURFACE OFF WHITE BAKED ENAMEL FINISH TO MATCH EXISTING OR AS SPECIFIED BY ARCHITECT. DEVICES SHALL BE TITUS, METALAIR, AIRGROUPE. PROVIDE OPPOSED BLADE DAMPERS AT ALL DIFFUSERS AND REGISTERS.

11. THERMOSTAT SHALL BE COMBINATION COOLING/HEATING WITH SYSTEM "ON-AUTO-HEAT-OFF" AND FAN "ON-AUTO" SELECTOR SWITCHES. PROVIDE PROGRAMMABLE TYPE, HONEYWELL OR EQUAL. PROVIDE TAMPER PROOF COVERS.

12. REFRIGERANT LINES SHALL BE COPPER, TYPE "L" HARD DRAWN WITH WROUGHT COPPER SOLDER-JOINT TYPE FITTINGS. USE #5/32 SOLDER. REFRIGERANT LINES SHALL SIZED AS PER MANUFACTURER RECOMMENDATIONS.

13. ARMAFLEX 3/4" INSULATION SHALL BE USED FOR SUCTION LINES, FILTER/DRYER AND SIGHT GLASS SHALL BE PROVIDED AT LIQUID LINES.

14. ALL BRANCH TAKE-OFFS TO BE PROVIDED W/ MANUAL VOLUME DAMPERS. ALL ELBOWS AND TEES MUST BE FURNISHED W/TURNING VANES. PROVIDE MANUAL VOLUME DAMPERS WITH EXTRACTOR AT ALL FLEX TAKE-OFFS.

15. PROVIDE NEW FILTERS FOR ALL AIR CONDITIONING EQUIPMENT BEFORE STARTING THEM. REPLACE THEM PRIOR TO FINAL ACCEPTANCE BY OWNER.

16. CONDENSER WATER PIPING SHALL BE TYPE "L" HARD DRAWN COPPER.

17. PROVIDE SMOKE DETECTORS WITH ACCESS DOORS IN ALL SUPPLY AIR DUCTS FOR FANS AND AHUS SERVING A COMMON PLENUM OF 2000 CFM OR ABOVE. ALL SMOKE DETECTORS SHALL BE BY ONE MANUFACTURER, COORDINATE VOLTAGE ETC. WITH ELECTRICAL CONTRACTOR AND FIRE ALARM SYSTEM BEFORE ORDERING. UPON DETECTION, SMOKE DETECTORS SHUT DOWN ASSOCIATED AIR MOVING EQUIPMENT AND ALL AIR MOVING EQUIPMENT SERVING THAT COMMON PLENUM.

18. PROVIDE TYPE "B" FIRE DAMPERS IN ALL DUCTS OR OPENINGS PENETRATING FIRE RATED WALLS, MECHANICAL AND ELECTRICAL EQUIPMENT ROOMS, TENANT SEPARATION, PARTITIONS, FLOOR OR ROOF SLABS AND AT O/A INTAKES. PROVIDE RADIATION RADIATION DAMPERS IN RATED CEILING FOR ALL CEILING OPENINGS, CEILING FANS, DIFFUSERS OR GRILLES RATED FOR USE IN THE CEILING ASSEMBLY.

19. HVAC CONTRACTOR SHALL PROVIDE AN INDEPENDENT TEST AND BALANCE REPORT FOR ALL MECHANICAL EQUIPMENT, AIR DEVICES, DAMPERS, AHUS AND FANS. THE "I & B" SHALL BE IN ACCORDANCE WITH THE AIR BALANCE COUNCIL STANDARDS, AND SHALL INCLUDE AIR QUANTITIES FOR ALL SUPPLY GRILLES, RETURN GRILLES, AND EXHAUST GRILLES, AND THE LEAVING AND ENTERING AIR TEMPERATURE (T) FROM SUPPLY GRILLES AND EVAPORATORS.

20. THERMOSTAT LOCATION SHALL BE APPROVED BY OWNER AND ENGINEERS BEFORE INSTALLATION.

21. RUM INSULATED FIRE RATED CONDENSATE DRAINS AS REQUIRED.

22. ALL INSULATION WILL HAVE FIRE SMOKE RATING LESS THAN 25/50.

23. PROVIDE A MIN. OF 3" CLEARANCE IN FRONT OF ALL 120-240 VOLT PANELS AND 4" CLEARANCE IN FRONT OF ANY 480 VOLT PANEL. PROVIDE ADEQUATE SIDE CLEARANCE PER NEC.

24. MECHANICAL PLANS IN GENERAL, ARE DIAGRAMMATIC IN NATURE, AND ARE TO BE READ IN CONJUNCTION WITH ARCH. PLUMBING, ELECTRICAL AND STRUCTURAL PLANS AND SHALL BE CONSIDERED AS ONE SET OF DOCUMENTS. DUCT AND PIPING OFFSETS, BENDS AND TRANSITIONS WILL BE REQUIRED TO PROVIDE AND INSTALL A COMPLETE FUNCTIONAL SYSTEM AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

25. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING, ORDERING, FABRICATION OR INSTALLATION OF MATERIALS OR EQUIPMENT.

26. NO COMBUSTIBLE MATERIALS ARE ALLOWED IN RETURN AIR PLENUMS OR ABOVE CEILINGS USED AS RETURN AIR PLENUM. IF SPACE WITH RETURN AIR PLENUM HAS ANY DECK TO DECK PARTITIONS, AIR TRANSFER DUCTS MUST BE INSTALLED.

27. CHILLED WATER PIPING SHALL BE BLACK IRON OR TYPE "L" COPPER WITH 2 LB. DENSITY INSULATION WITH FIRE RESISTING FLAME PROOF ALUMINUM FOL VAPOR SEAL JACKET. MUST CONFORM TO NFPA 90-A.

28. CONDENSATE DRAIN PIPING TO BE TYPE "L" COPPER WITH 1" THICK INSULATION. SUPPLY CONDENSATE PUMP FOR EACH FAN COIL UNIT AND PIPE TO EXISTING CONDENSATE DRAIN.

29. THIS IS A REMODEL OF AN EXISTING SPACE. CONTRACTOR TO VISIT SITE PRIOR TO BID.

M16

SYMBOL	LOCATION	CFM	TYPE	CEILING MOUNTED
	CEILING	50	CEILING MOUNTED	
	RESTROOM	50	CEILING MOUNTED	

M17 FAN SCHEDULE

FLEXIBLE DUCT DESIGN CFM RANGES	FLEX SIZE IN (Ø)
0 ———— 100 CFM	6"
101 CFM ———— 150 CFM	7"
151 CFM ———— 180 CFM	8"
181 CFM ———— 250 CFM	9"
251 CFM ———— 350 CFM	10"
351 CFM ———— 520 CFM	12"
521 CFM ———— 600 CFM	14"

M18 FLEX DUCT SCHEDULE

M19 MECHANICAL NOTES

M20

MARK	NAME BASED ON	MODEL #	HEATING CAPACITY (BTU/H)	AMB. TEMP.	CONDENSER FAN	COMPRESSOR	MIN. OIL/LBS	MINIMUM INSULATION PROTECTION	VOLTAGE V/PH/Hz	APPROX. HEIGHT	SEER	REFRIGERANT LINE SIZES
CU-1	TRANE	4TXA080A	4.0	92	46	1	0.93	1	14.0	83.0	10	3/8"

MARK	UNIT BASED ON	AREA SERVED	MODEL #	COOLING CAPACITY (BTU/H)	HEATING CAPACITY (BTU/H)	QUANTITY	HP (EA)	F.L.A. (EA)	M.C.A. (EA)	M.O.C.P. (EA)	VOLTAGE V/PH/Hz	APPROX. WEIGHT LBS
AHU-1	TRANE	SEE PLANS	TEMA004C	32.8	46.5	-	63.0	55.0	-	25.6	15.0	1.600

M21 EXISTING SPLIT SYSTEM SCHEDULE

M23 OUTSIDE AIR CALCULATION

UNIT TAG	AREA SERVED	NET OCCUPANCY AREA (SQ.FT.)	TOTAL NO. OF PEOPLE	VENTILATION RATE (CFM/PERSON)	VENTILATION RATE (CFM/SQ.FT.)	TOTAL CFM Q/A REQUIRED	TOTAL CFM Q/A PROVIDED
AHU-1	OFFICE	718	17	5	0.06	128	180
	RESTROOM	-	-	-	-	-	

- NOTES:
- CALCULATIONS ARE BASED ON ESTIMATED MAX. OCCUPANCY RATES PER ARCHITECTURAL PLANS AND ASHRAE 62-89.
  - VENTILATION RATES FROM TABLE 403.3.1.1.

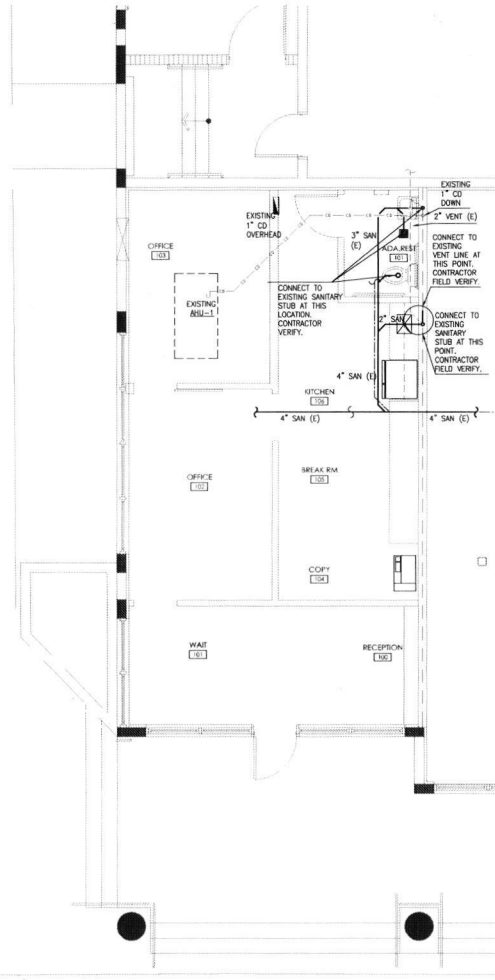
**Ramzi Yehia**

Digitally signed by Ramzi Yehia  
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**VAHYA CONSULTANTS, INC.**

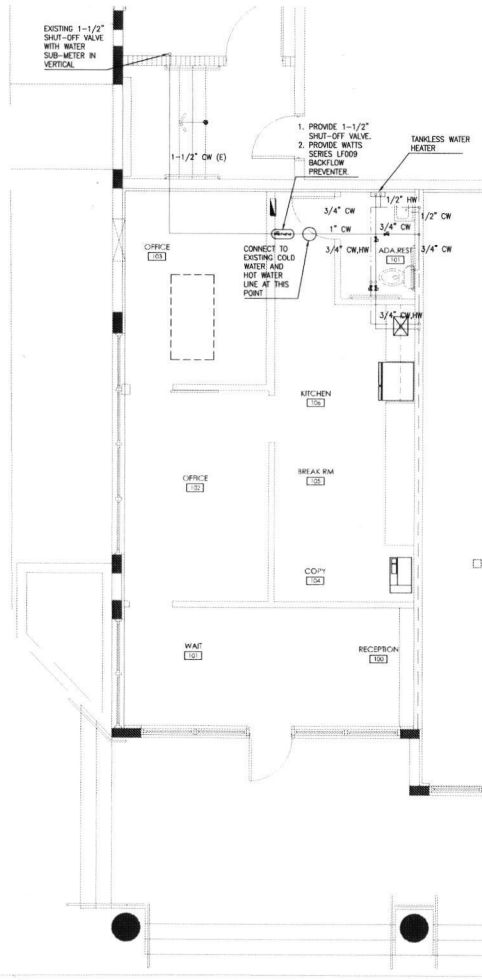
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PROJECT #22-17



**PLUMBING SANITARY PLAN**

SCALE: 1/4" = 1'-0"

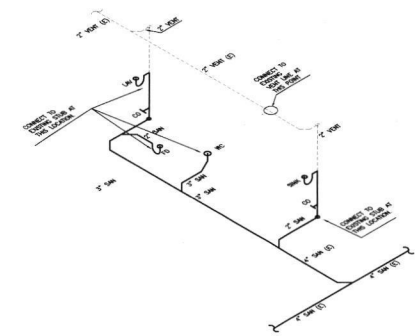


**PLUMBING WATER PLAN**

SCALE: 1/4" = 1'-0"

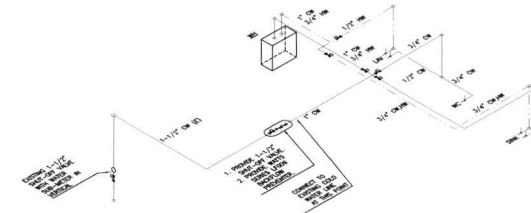


SANITARY DRAINAGE FIXTURE UNITS		
(1) LAV	• 1.0 DPU	= 1.0 DPU
(1) WC	• 4.0 DPU	= 4.0 DPU
(1) FD	• 2.0 DPU	= 2.0 DPU
(1) SNK	• 2.0 DPU	= 2.0 DPU
TOTAL CONNECTED = 9.0 DPU		



**PLUMBING SANITARY ISOMETRIC**

SCALE: N.T.S.



**PLUMBING WATER ISOMETRIC**

SCALE: N.T.S.

**CODE NOTES:**  
1. CODE IN EFFECT: FBC 2020, 7TH EDITION.

- SANITARY GENERAL NOTES:**
1. ALL PLUMBING FIXTURES, FIXTURE FITTINGS AND APPLIANCES TO BE HIGH EFFICIENCY IN ACCORDANCE WITH MAMA GADE CHAPTER 8, ARTICLE 18 SECTION 8-31 TABLE 804.4 & P2903.2A.
  2. ALL PLUMBING FIXTURES, FIXTURE FITTINGS AND APPLIANCES SHALL COMPLY WITH REFERENCE STANDARD CODES AS PER FBCP 408 THROUGH 424.
  3. HORIZONTAL DRAINAGE PIPING SHALL BE INSTALLED IN UNIFORM ALIGNMENT AT UNIFORM SLOPES. THE SLOPE OF A HORIZONTAL DRAINAGE PIPE SHALL NOT BE LESS THAN:
    - 3.1. 2-1/2" OR LESS: 1/4 INCH PER FOOT.
    - 3.2. 3" TO 6": 1/8 INCH PER FOOT.
    - 3.3. 8" OR LARGER: 1/16 INCH PER FOOT.

- WATER SUPPLY GENERAL NOTES:**
1. FOR ANY ISOMETRIC LINE CROSSING SEWER CONTRACTOR TO VERIFY ANY EL AND SEE NOTES FOR WATER MAIN SEPARATION CONTRACT OWNER/ENGINEER IN CASE OF DISCREPANCY.
  2. WATER HAMMER ARRESTOR REQUIRED BUT NOT SHOWN (TYPICAL AT ALL SUPPLY LINE TO FIXTURES).
  3. SHUT OFF VALVES REQUIRED ON ALL DOWN FEED SUPPLY LINES TO FIXTURES.
  4. ALL PLUMBING FIXTURES, FIXTURE FITTINGS AND APPLIANCES TO BE HIGH EFFICIENCY IN ACCORDANCE WITH MAMA GADE CHAPTER 8, ARTICLE 18 SECTION 8-31 TABLE 804.4 & P2903.2A.

5. ALL PLUMBING FIXTURES, FIXTURE FITTINGS AND APPLIANCES SHALL COMPLY WITH REFERENCE STANDARD CODES AS PER FBCP 408 THROUGH 424.
  6. PROVIDE BACK FLOW PREVENTER ON ALL EQUIPMENT THAT HANDLE PORTABLE WATER (WATER DISPENSERS, ICE MACHINE, SODA MACHINES, ESPRESSO MACHINES).
  7. PROVIDE MIXING VALVE TO SUPPLY TEMPERED WATER (LESS THAN 110°F) TO LAVATORIES AND HAND WASHING SINKS. WATER-TEMPERATURE LIMITING DEVICE SHALL CONFORM TO ASSE 1070 OR CSA B125.3.
  8. PROVIDE INSULATION TO HW AND HRV LINE ACCORDING TO FBC EC 4-04.4.
- CONSTRUCTION NOTES:**
1. ELECTRICAL, MECHANICAL AND PLUMBING CONTRACTORS TO COORDINATE THE LOCATION OF ALL FIXTURES AND EQUIPMENT WITH THE ARCHITECTURAL REFLECTED CEILING DRAWINGS.
  2. CONTRACTOR TO SUBMIT REQUEST FOR ADDITIONAL INFORMATION OR CLARIFICATION FROM ARCHITECT IF ANY DISCREPANCIES ARE FOUND THAT AFFECT THE LOCATION OF ANY FIXTURE AND/OR EQUIPMENT AS LOCATED IN THE ARCHITECTURAL REFLECTED CEILING DRAWINGS.
  3. ALL FIXTURES VISIBLE TO BE MOUNTED CENTERED AND/OR EQUAL DISTANCE IN THE SPACE - AS PER THE ARCHITECTURAL REFLECTED CEILING DRAWINGS. CONTRACTOR MUST CONTACT ARCHITECT TO COORDINATE LOCATIONS PRIOR TO INSTALLATION.

**Ramzi Yehia**  
 Yehia Consultants, Inc.  
 13160-0417  
 13160-0417  
 13160-0417



PROFESSIONAL ENGINEER  
 STATE OF FLORIDA  
 LICENSE NO. 64833

TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
 BAY-1 AT LA LEE YMCA FORT LAUDERDALE  
 1409 NW 6th STREET (SISTRUNK BOULEVARD)  
 FORT LAUDERDALE, FLORIDA 33311

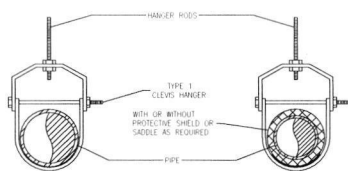
Plumbing Plan  
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 22128 C  
 P-01

- S SANITARY SEWER PIPING
- V VENT PIPING
- G GREASE WASTE PIPING
- C DOMESTIC COLD WATER PIPING
- H DOMESTIC HOT WATER PIPING (110° F)
- W DOMESTIC HOT WATER PIPING (140° F)
- R DOMESTIC HOT WATER RETURN PIPING
- L CHECK VALVE
- B BALL VALVE
- G GAS COOK VALVE
- CO/CLO CLEAN OUT/CLEAN OUT TO GRADE
- CW DOMESTIC COLD WATER
- HW DOMESTIC HOT WATER
- HWB HOT WATER RETURN
- SAN SANITARY
- LS LAUNDRY SINK
- HS HAND SINK
- KS KITCHEN SINK
- HB HOSE BIB W/VACUUM BREAKER
- WC WATER CLOSET
- LW LAUNDRY
- W WASHER
- AW AUTOMATIC AIR VENT (STUDDOR)
- O2 OXYGEN
- SC/V SCALVENING

FITURE	CFM/OPF WF/OC	ROUNDS-IN SIZES TO FITURES UNLESS OTHERWISE SHOWN ON PLANS			
		COLD WATER	HOT WATER	TRAP WASTE	VENT
WATER CLOSET	1-28	1/2"	1/2"	3"	2"
LAUNDRY	1.0	1/2"	1/2"	1-1/4"	2"
SHOWER	1.5	1/2"	1/2"	2"	2"
BATH TUB	4.0	1/2"	1/2"	1-1/2"	2"
KITCHEN SINK	1.0	1/2"	1/2"	1-1/2"	2"
WASHING MACHINE	8 OR LOWER	1/2"	1/2"	2"	2"
DISHWASHER	6 OR LESS				
FLOOR DRAIN	--	--	--	MATCH PIPE	--
WALL CLEAN OUT	--	--	--	MATCH PIPE	--
GRAND CLEAN OUT	--	--	--	MATCH PIPE	--

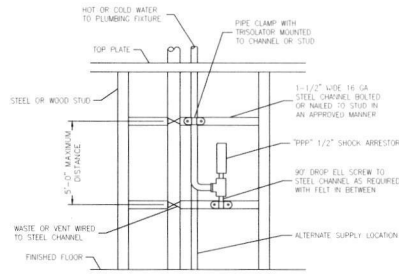
**P1 PLUMBING LEGEND**

**P2 PLUMBING FIXTURE SCHEDULE**



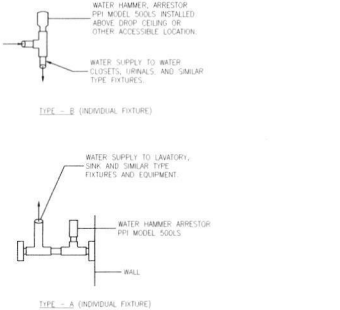
- NOTES:
- INSTALL PLUMBING
  - ROPE OR WASHER OR SPRING RETAINER TO BE SAME SIZE AS ROD.
  - WELD WASHER OR SPRING RETAINER TO ROD.

**P5 SINGLE PIPE TYPE 1 CLEVIS HANGER N.T.S.**



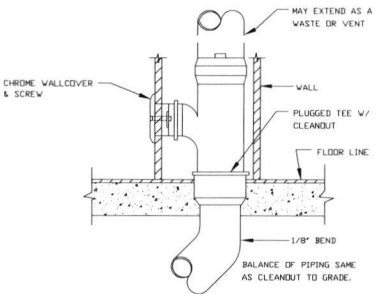
**P9 PIPE DROP IN STUD WALL N.T.S.**

**P6 LINK-SEAL® SLEEVE AND SEAL N.T.S.**



**P10 WATER HAMMER ARRESTOR N.T.S.**

**P7 PLUMBING NOTES**



- NOTES:
- CLEANOUTS FOR 6-INCH AND SMALLER PIPING SHALL BE PROVIDED WITH A CLEARANCE OF NOT LESS THAN 30 INCHES FROM, AND PERPENDICULAR TO, THE FACE OF THE OPENING TO ANY OBSTRUCTION.
  - CLEANOUTS FOR 8-INCH AND LARGER PIPING SHALL BE PROVIDED WITH A CLEARANCE OF NOT LESS THAN 20 INCHES FROM, AND PERPENDICULAR TO, THE FACE OF THE OPENING TO ANY OBSTRUCTION.

**P11 WALL CLEANOUT DETAIL N.T.S.**

- ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE LOCAL CODES, RULES AND ORDINANCES.
- PLUMBING CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS.
- ALL MATERIALS SHALL BE NEW.
- ALL WORK SHALL BE PERFORMED BY A LICENSED PLUMBING CONTRACTOR IN THE USUAL WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIONAL. ALL LABORATION AND BACKFILL AS REQUIRED FOR THE PHASE OF CONSTRUCTION SHALL BE A PART OF THIS CONTRACT.
- REQUIRED INSURANCE SHALL BE PROVIDED BY THE PLUMBING CONTRACTOR OR PROTECTION AGAINST PUBLIC LIABILITY AND BODILY DAMAGE FOR THE DURATION OF THE WORK.
- PLUMBING CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTION AND TESTS. PLUMBING CONTRACTOR OBTAIN PERMIT AND APPROVED SUBMITTALS PRIOR TO BEGINNING WORK OR (SEEKING) CONSTRUCTION. PLUMBING CONTRACTOR MUST BE PRESENT FOR ALL INSPECTIONS OF HIS WORK BY REGULATORY AUTHORITIES.
- DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR THE EXACT LOCATION OF FIXTURES, PIPING, EQUIPMENT, ETC.
- ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION. REPORT ANY DISCREPANCY TO ENGINEER/ARCHITECT PRIOR TO BEGINNING CONSTRUCTION.
- VERIFY LOCATION, SIZE, DIRECTION OF FLOW AND INVERTS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ADVISE ENGINEER OF ANY DISCREPANCIES.
- WATER DISTRIBUTION PIPING ABOVE GROUND SHALL BE TYPE "1" COPPER WATER DISTRIBUTION PIPING BELOW GROUND IN DRAIN AND BROWARD COUNTIES SHALL BE TYPE "1" COPPER. ALL OTHER COUNTIES SHALL BE TYPE "M" COPPER.
- SOIL, WASTE, VENT AND RAINWATER PIPING AND FITTINGS SHALL BE PVC SCHEDULE 40.
- ALL FIXTURES MUST BE PROVIDED WITH READILY ACCESSIBLE STOPS AND APPROPRIATELY MARKED ACCESS PANELS. COORDINATE LOCATIONS WITH GENERAL CONTRACTOR PRIOR TO INSTALLATION.
- FURNISH AND INSTALL APPROVED AIR CHAMBERS, AT EACH PLUMBING FIXTURE AND APPROVED SHOCK ARRESTORS ON MAIN LINES OF RISERS.
- ELECTRIC COUPLERS ARE REQUIRED BETWEEN ALL DISSIMILAR METAL IN PIPING AND EQUIPMENT CONNECTIONS.
- ISOLATE COPPER PIPE FROM HANGER OR SUPPORTS WITH ISOLATOR PAD.
- ALL FIRE RATED FLOOR AND WALL PENETRATIONS SHALL BE PROPERLY PROTECTED FROM FIRE AND WATER PENETRATION BY FILLING VOIDS BETWEEN PIPE AND WALL/FLOOR SLEEVES WITH FIRE RATED FOAM TO ACHIEVE THE SAME RATING AS WALLS OR FLOORING AS PART OF THE PLUMBER'S WORK.
- PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM DATE OF ACCEPTANCE BY OWNER. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED.
- PROVIDE ACCESS PANELS FOR ALL CONCEALED VALVES AND ALL WATER HAMMER ARRESTORS. ACCESS PANELS IN WATER WALLS MUST MAINTAIN THE SAME RATING AND MUST MATCH THE FINISH OF THE WALL IN WHICH IT IS INSTALLED.
- PROVIDE CHROME PLATED COMBINATION COVER PLATE AND CLEANOUT PLUG OR ACCESS PANEL FOR ALL WALL CLEANOUTS.
- NO COMBUSTIBLE MATERIAL TO BE USED IN MECHANICAL ROOMS OR IN CEILING SPACES WHERE USED AS RETURN AIR PLenums.
- NO WATER, SANITARY OR DRAINAGE PIPING PERMITTED IN ELECTRICAL OR ELEVATOR EQUIPMENT ROOMS.
- ALL CONTROL VALVES SHALL BE TAGGED AND MARKED A REPRODUCIBLE TAG (MAY BE LOCATED) ALL VALVES SHALL BE PROVIDED FOR OWNER PROTECTION.
- ALL CONDENSATE DRAIN PIPING SHALL BE TYPE "1" COPPER WITH 1" THICK AMMEXCEL INSULATION WHERE USED IN A RETURN AIR PLenum. PVC PIPING WITH 1" THICK AMMEXCEL INSULATION MAY BE USED IN LOCATIONS WHERE ALLOWED BY LOCAL CODES. SEE PLUMBING DRAWINGS FOR FURTHER INFORMATION.
- PROVIDE ANGLE STOPS ON ALL WATER SERVICE LINES TO FITURES FOR INDIVIDUAL SHUT-OFF.
- STUDDOR MAY/MAY AIR ASSISTANCE VALVES MAY BE USED AS AN ALTERNATE TO VENT PIPING THRU ROOF WHERE ACCEPTABLE BY THE PLUMBING OFFICIAL AND LOCAL CODES. REGULATION SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS.

- WATER SYSTEM NOTES:**
- FOR CLARITY, NOT ALL THE FOLLOWING WORK, DEVICES, AND APPURTENANCES MAY BE SHOWN ON CONTRACT DRAWINGS OR INTERFERE OR INTERRUPT THE NORMAL BUILDING OPERATION AND WHERE REQUIRED:
  - SHUT OFF VALVE ON HOT WATER AND COLD BRANCH SUPPLY TO EACH PLUMBING FIXTURE.
  - SHUT OFF VALVE ON COLD BRANCH SUPPLY TO EACH WALL INVERT AND HOSE BIB.
  - SHUT OFF VALVE ON WATER SUPPLY TO EACH APPLIANCE AND MECHANICAL EQUIPMENT.
  - ANGLE VALVE, SUPPLY STOPS AND CONNECTION TO FITURES AND EQUIPMENT.
  - WATER HAMMER ARRESTOR ON ALL WATER SUPPLY LINES SERVING PLUMBING FIXTURES, SOLIDING VALVES, ETC. INCLUDING OTHER FIXTURES OR EQUIPMENT WITH QUICK CLOSING VALVES. REFER TO DETAIL "WATER HAMMER ARRESTOR" FOR ADDITIONAL INFORMATION. PROVIDE ACCESS TO EACH WATER HAMMER ARRESTOR UNLESS OTHERWISE DIRECTED BY CODE OFFICIAL.
  - REFER "PLUMBING CONNECTION SCHEDULE" AND "GENERAL PLUMBING NOTES" ON FOOD SERVICE DRAWINGS, INCLUDING EQUIPMENT DATA SHEETS, AND MANUFACTURER'S RECOMMENDATIONS FOR LOCATION AND RECOMMENDED PLACEMENT OF BACKFLOW PREVENTER, VACUUM BREAKER, PRESSURE REDUCING VALVE, SOLIDING VALVE, SOLIDING VALVE, WATER FILTER, ETC. ON WATER SUPPLY LINES TO FITURES AND EQUIPMENT REQUIRING SUCH DEVICES. PROVIDE ALL OF THE ABOVE REFERENCED ITEMS UNLESS FURNISHED WITH EQUIPMENT.
  - PROVIDE AUTOMATIC TRAP PRIMER ON COLD WATER CONNECTION TO LAUNDRY FIXTURE WITH COLD WATER TUBE TO FLOOR DRAIN. ADEQUATE INLET FITTING. ALSO PROVIDE AUTOMATIC TRAP PRIMER WITH COLD WATER TUBE CONNECTION TO OTHER FLOOR DRAINS WHICH DO NOT RECEIVE INDIRECT WASTE CONNECTION.
  - PROVIDE INSULATION FOR HOT WATER AND HOT WATER RETURN PIPE WITH A MINIMUM THERMAL RESISTANCE (R-VALUE) OF R-3 INCLUDING POINT OF CONNECTION.
  - WITH A HOSE CONNECTION SHALL BE PROTECTED BY AN ANTI-SIPHON TYPE OR PRESSURE-TYPE VACUUM BREAKER OR A PERMANENTLY ATTACHED HOSE CONNECTIONS VACUUM BREAKER.

- SANITARY WASTE SYSTEM NOTES:**
- ALL SANITARY PIPING 2" AND LESS SHALL SLOPE 1/8" PER FOOT UNLESS OTHERWISE DIRECTED AN/ OR SPECIFIED ON CONTRACT DOCUMENTS. ALL PLUMBING FIXTURES, TRAP DEVICES, APPURTENANCES TO BE FURNISHED BY THE CONTRACTOR.
  - REFER TO DETAIL "WATER HAMMER ARRESTOR" FOR ADDITIONAL INFORMATION.
  - FURNISH AND INSTALL PLUMBING ROUGHING AND CONNECTION TO ALL KITCHEN FIXTURES AND EQUIPMENT, INCLUDING FIXTURES AND EQUIPMENT NOTED IN PARAGRAPH 2 ABOVE, AND/OR SPECIFIED IN THESE DOCUMENTS.
  - INSTALLATION SHALL CONSIST OF TRAPS, SUPPORTS, FLOOR SINKS, FLOOR DRAINS, FUNNEL DRAINS, INDIRECT WASTE, ETC. AND NECESSARY ROUGHING FOR A COMPLETE OPERATING SYSTEM. CODE APPROVED AND AN INSTALLATION ACCEPTABLE TO THE ARCHITECT.
  - SANITARY VENT PIPING AND WATER PIPING SHALL WHERE POSSIBLE BE INSTALLED CONCENTRIC FROM VIEW IN WALLS, IN SUFFITS ABOVE CABINETS, AND ABOVE DROP CEILINGS. NOTIFY ARCHITECT FOR DIRECTION IF FIELD CONDITIONS REQUIRE WORK OR MODIFICATION TO THE PROPOSED INSTALLATION TO HOPE PIPING.
  - WASTE FROM KITCHEN EQUIPMENT AND FIXTURES WHEN NOTED OR SPECIFIED SHALL DISCHARGE TO WASTE RECEIVER THROUGH AN INDIRECT PIPE BY MEANS OF AN AIR GAP. INDIRECT WASTE PIPING EXCEEDING 24" HORIZONTAL OR 48" IN TOTAL LENGTH SHALL BE INSTALLED WITH TRAP.
  - REFER "PLUMBING CONNECTION SCHEDULE" AND "GENERAL PLUMBING NOTES" ON FOOD SERVICE DRAWINGS INCLUDING EQUIPMENT DATA SHEETS FOR RECOMMENDED PLACEMENT OF BITE RECEIVER, FLOOR SINKS, FLOOR DRAINS, TROUGH DRAIN, AND HUB DRAINS, INCLUDING INDIRECT WASTE CONNECTIONS FROM FIXTURES AND EQUIPMENT. REFER TO PLUMBING DOCUMENTS FOR TYPE OF WASTE RECEIVER AND DRAIN.
  - SEE SITE PLAN FOR CONTINUATION OF SANITARY BUILDING SEWER REFER TO PROJECT NOTES FOR ADDITIONAL WORK AND REQUIREMENTS.

**P12**



**ARCHITECTURAL ALLIANCE**  
ARCHITECTS

1409 NW 6th Street  
Fort Lauderdale, Florida 33311  
Phone: 954.575.1234  
Fax: 954.575.1235  
www.aalliance.com

TENANT IMPROVEMENT FOR:  
**FULL POLICE SUB-STATION**  
BAY-1 AT LA LEE YMCA FORT LAUDERDALE  
1409 NW 6th STREET (SISTRUNK BOULEVARD)  
FORT LAUDERDALE, FLORIDA 33311

Digitaly signed by  
**Ramzi Yahia**  
13.06.22 09:10

**YAHYA CONSULTANTS, INC.**  
13.06.22 09:10





ARCHITECTURAL ALLIANCE ARCHITECTURE

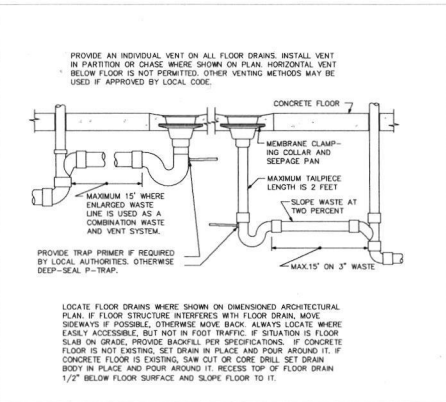
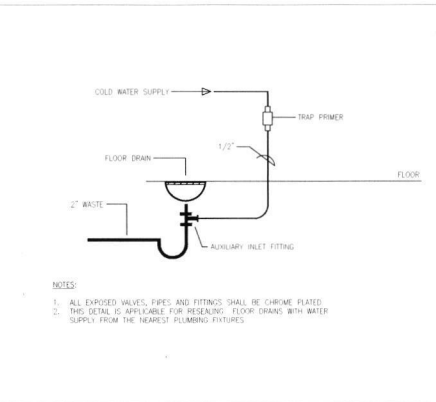
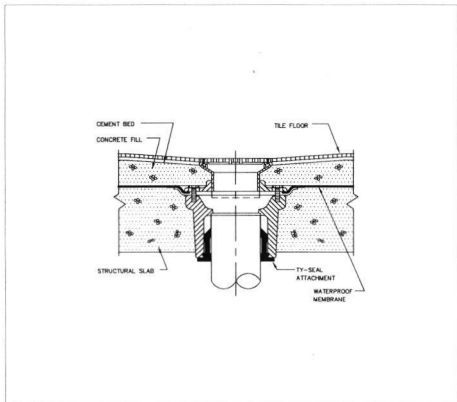
1409 NW 6th Street, Suite 100  
Fort Lauderdale, FL 33311  
Phone: 954.561.1234  
Fax: 954.561.1235  
www.aalliance.com

PLUMBING NOTES & DETAILS

TENANT IMPROVEMENT FOR:  
**FLL POLICE SUB-STATION**  
BAY-1 AT LA LEE YMCA FORT LAUDERDALE  
1409 NW 6th Street (Sistrunk Boulevard)  
FORT LAUDERDALE, FLORIDA 33311

Plumbing Notes & Details  
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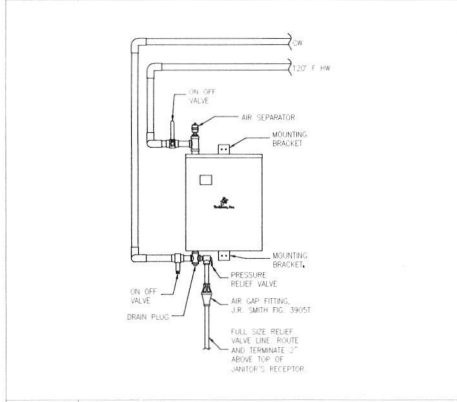


P13 FLOOR DRAIN SEALING N.T.S.

P14 TRAP PRIMER LOCATION DETAIL N.T.S.

P15 FLOOR DRAIN DETAIL N.T.S.

P16



ELECTRIC WATER HEATER SCHEDULE									
TAG	MANUFACTURER	MODEL NUMBER	ENERGY EFFICIENCY	CAPACITY GALLONS	ELEC ELEMENT WATTAGE 208 VAC	DIMENSIONS INCH (HxWxD)	CONNECTION		
							INLET INCH	OUTLET INCH	TAP RELIEF INCH
WH	STIEBEL ELTRON	CF PLUS 12	99.8%	TANKLESS	11,270	22"x18"x8"	3/4"	3/4"	3/4"

NOTES:

- REFER TO CONTRACT DOCUMENTS FOR LOCATION OF WATER HEATERS.
- WOODY PIPING TO SUIT ACTUAL FIELD CONDITIONS & INSTALLATION.
- ELECTRIC CONNECTION NOT SHOWN, REFER TO ELECTRICAL DRAWINGS.
- HEATER SHALL BE POSITIONED TO PROVIDE ACCESS FOR THE INSPECTION, REPAIR, AND REPLACEMENT OF BELOW LISTED ITEMS.
- REFER TO MANUFACTURER FOR INFORMATION AND WORK REQUIRED FOR THE PROPER AND CODE APPROVED INSTALLATION.
- FIELD ASSEMBLY HEAT TRAP, OR THERMOTRAP FACTORY INSTALLED HEAT TRAP REQUIRED ON COLD AND HOT WATER LINE.
- INSTALL SELECTING FITTINGS ON COLD AND HOT WATER LINE.
- INSTALL UNIONS ON COLD AND HOT WATER LINE TO HEATER.
- DRAIN PAN SHALL BE CONSTRUCTED OF 16 GAUGE GALVANIZED WITH SOLDER SEAMS. DRAIN PAN SHALL HAVE 2" HIGH WALL AND SHAPE TO FIT CONFIGURATION OF PLATFORM. MINIMUM SIZE OF DRAIN PAN SHALL PROVIDE 3" CLEARANCE BETWEEN HEATER AND WALLS OF PAN.
- INSTALL 1/2" DRAIN OUTLET AT BOTTOM OF PAN SO THAT NO MORE THAN 1/4" OF WATER WILL STAND IN PAN.
- AIR GAP FITTING, SHALL BE J.R. SMITH FIG. 3905T.
- REFER TO FLOOR PLAN FOR SIZE AND CONTINUATION OF WATER PIPING AND DRAIN LINE.

P17 ELECTRIC TANKLESS WATER HEATER DETAIL N.T.S.

P18 WATER HEATER SCHEDULE

P19

P20



**Ramzi Yehia**

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RAMZI Y. YEHIA  
FLORIDA LICENSE #44913  
DATE OF EXPIRE #7/15  
PROJECT #22-217

P21

P22

P23

P24

## EXHIBIT C

ATTACHED TO THAT CERTAIN LEASE by and between YMCA OF SOUTH FLORIDA, THE DULY REGISTERED FICTITIOUS NAME FOR YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, as Landlord, and THE CITY OF FORT LAUDERDALE, a Florida municipal corporation of the State of Florida, as Tenant respecting Premises identified as: Bay No. 1 in that certain building referred to as the LA Lee YMCA Family Center / Mizell Community Center, located at 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311

### POLICE STAFF ACCESS

Tenant and its employees will have 24-hour, 7-day per week, 52-weeks per year, access to the Premises, subject to applicable law.

Hours open to the public are subject to change based on operational needs and availability of police staff.

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## EXHIBIT D

ATTACHED TO THAT CERTAIN LEASE by and between YMCA OF SOUTH FLORIDA, THE DULY REGISTERED FICTITIOUS NAME FOR YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, as Landlord, and THE CITY OF FORT LAUDERDALE, a Florida municipal corporation of the State of Florida, as Tenant respecting Premises identified as: Bay No. 1 in that certain building referred to as the LA Lee YMCA Family Center / Mizell Community Center, located at 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311

### RULES AND REGULATIONS

1. Tenant shall not (i) conduct or permit any fire, bankruptcy or auction sale (whether real or fictitious) unless directed by order of a court of competent jurisdiction, or conduct or permit any legitimate or fictitious "Going Out of Business" sale nor represent or advertise that it regularly or customarily sells merchandise at "manufacturer's," "distributor's," or "wholesale," "warehouse," or similar prices or other than at "off-price" or at "retail" prices; (ii) use, or permit to be used, the malls or sidewalks adjacent to such Premises, or any other area outside the Premises for solicitation, canvassing, distribution of handbills or for the sale or display of any merchandise or for any other business, occupation or undertaking, or for outdoor public meetings, circus or other entertainment (except for promotional activities in cooperation with the management of the Project or an association of merchants within the Project); (iii) use or permit to be used any flickering lights or any sound broadcasting or amplifying device which can be heard outside of the Premises, unless related to official City business; (iv) operate or cause to be operated any "elephant trains" or similar transportation devices; or (v) use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business. Tenant shall not permit any animals other than service animals, e.g. seeing-eye dogs, to be brought or kept in or about the Premises or any common area of the Building or Project.

2. Tenant shall at all times keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures. Tenant shall not, nor shall Tenant at any time permit, any occupant of the Premises to: (i) use, operate or maintain the Premises in such manner that any rates for any insurance carried by Landlord, or the occupant of any premises within the Project, shall thereby be increased; or (ii) commit waste, perform any acts or carry on any practices which may injure the Project or be a nuisance or menace to other tenants in the Project.

3. Tenant shall not obstruct any sidewalks, passages, exits, entrances, truck ways, loading docks, package pick-up stations, pedestrian sidewalk and ramps, first aid and comfort stations, or stairways of the Project. No Tenant and no employee or invitee of any Tenant shall go upon the roof of the Project.

4. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with Landlord's instructions in their installation.

5. Tenant shall not place a load upon any floor that exceeds the designed load per square foot or the load permitted by law. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Premises. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of Tenant's store or to any other space to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other similar devices. The persons employed to move equipment in or out of Tenant's store must be acceptable to

Landlord. Landlord will not be responsible for loss of, or damage to, any equipment or other property from any cause, and all damage done to the Project by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

6. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

7. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of Tenant's store. Tenant shall not interfere with radio or television broadcasting or reception from or in the Project or elsewhere.

8. Except as approved by Landlord, Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

9. Tenant shall not install, maintain or operate upon the Premises or in any Common Areas under the exclusive control of Tenant any vending machine or video game without Landlord's prior written consent.

10. Tenant shall store all its trash and garbage in containers within its Premises and/or in the portion of the Common Areas designated by Landlord. Tenant shall not place in any trash box or receptacle any material that cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.

11. No cooking on the Premises shall be permitted or done by Tenant without Landlord's prior written consent, except (as long as odors do not emanate from the Premises) brewing coffee or similar beverages and cooking with a single microwave oven by employees only, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules, and regulations; provided if the actual permitted use under this Lease pertains to the cooking of food for human consumption, then such provisions will instead govern and control to the extent inconsistent herewith.

12. Tenant shall not use in any space any hand trucks except those equipped with the rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into Tenant's store.

13. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

14. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Project.

15. Landlord shall designate certain areas of the parking lot / garage (if any) as "employee parking areas" and no Tenant or employees of Tenant shall park outside of such designated areas.

16. Landlord reserves the right to change from time to time the format of the signs or lettering on the signs, and to require replacement of any signs previously approved pursuant to Article 5 to conform to Landlord's new standard sign criteria established pursuant to any remodeling of the Project.

17. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and

Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Project.

18. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Project.

19. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

20. The rights of each tenant in the entrances, corridors, elevators and escalators servicing any building are limited to ingress and egress from and to such tenant's premises. No interference with the use and enjoyment of any of the plazas, entrances, corridors, escalators, elevators and other facilities of any building is permitted. Fire exits and stairways are for emergency use only.

21. Landlord may not refuse Tenant unreasonable admission to the building.

22. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by or on behalf of any tenant, nor shall any bottles, parcels or other articles be placed upon the window sills or on the peripheral air conditioning enclosures, if any.

23. All removals, or the carrying in or out of any safes, freight, packages, boxes, crates or any other object or matter of any description, must take place during such hours and in such elevators and in such manner as Landlord or its agent may reasonably designate from time to time.

24. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would or might interfere with any building's services or the proper and economic heating or other servicing of any building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilation, air-conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference.

25. Entrance doors in each tenant's premises shall be left locked and all windows shall be left closed by the tenant when the tenant's premises are not in use. Entrance doors shall not be left open at any time.

26. The Building shall be a smoke free environment. Tenant and its employees, agents and contractors shall not smoke tobacco or any other product nor shall Tenant permit any visitor, invitee or guest to do so; where "smoke" includes the possession by any such person on or about their person of a lighted cigarette, lighted cigar or a lighted pipe or any variation thereof.

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## EXHIBIT E

ATTACHED TO THAT CERTAIN LEASE by and between YMCA OF SOUTH FLORIDA, THE DULY REGISTERED FICTITIOUS NAME FOR YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, as Landlord, and THE CITY OF FORT LAUDERDALE, a Florida municipal corporation of the State of Florida, as Tenant respecting Premises identified as: Bay No. 1) in that certain building referred to as the LA Lee YMCA Family Center / Mizell Community Center, located at 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311

# UNIFORM TENANT SIGNAGE CRITERIA FOR RETAIL PORTION OF THE PROJECT

1. Landlord approval shall not relieve Tenant from the duty of conformity with any and all governmental laws, regulations and inspections. The cost of fabrication and installation shall be the responsibility of each individual tenant. Sign construction is to be completed in compliance with the instructions, limitations, and criteria contained in the Sign Criteria. Sign installation must be completed within a reasonable amount of time at lease execution and contingent on available funding from Tenant. Failure to comply with this time requirement shall result in an Event of Default, per the terms of the Lease.

2. Landlord makes no representation or warranty that its criteria or any approvals given by Landlord hereunder are more or less stringent than applicable law and "code" which also separately governs and perhaps restricts, limits, impairs or even prohibits signage choices, design, scheme, size, placement, color, materials and other signage-related details. If and to the extent such law and "code" is more stringent or more restrictive than any of the provisions hereof or arising herefrom, then law and "code" shall prevail. To the extent Landlord's approval was secured in writing prior to full execution and delivery of this Lease, whether or not attached hereto, such signage as so approved by Landlord shall be deemed approved for purposes hereof subject otherwise to these provisions and subject to law and "code".

3. The parties agree that (i) the lack of presentation hereon of greater signage criteria shall not be deemed or construed as an assurance from Landlord that no such signage criteria in fact exist; and (ii) Landlord reserves the right and Tenant agrees that Landlord may hereafter supply to Tenant a replacement of this Exhibit, specifying additional and/or more detailed signage criteria, in which event, same shall automatically be deemed to substitute for this Exhibit and Tenant shall then abide by, comply with and not violate the terms and provisions thereof; provided, nothing therein contained shall require Tenant to modify, replace or change out any signage previously having been approved in writing by Landlord; and provided further, notwithstanding anything herein or therein contained, Tenant nonetheless must always be and remain in compliance with (and become compliant with) all applicable law and "code" which otherwise governs and controls any aspect of signage and Tenant's use and operations in its Premises and in any case: no signage installations shall be made unless plans and specifications therefor in writing have first been submitted to Landlord and approved by Landlord in writing.

4. Additional general criteria also follow:

a. All Signs and window lettering for Tenant shall require a detailed rendering submitted for Landlord's written approval before installation.

b. Tenant shall provide, have installed, illuminate (as applicable), maintain and remove, and patch back holes at Tenant's expense, a lighted (if applicable) exterior store identification U.L. rated sign on store front façade.

c. Landlord may require that Tenant's facade sign shall be individual letters, neon illuminated, attached to a raceway and mounted to facade; raceway and returns to be painted to building standard. Landlord may require that Tenant's sign must be located on the sign panel area on the outside vertical face of the storefront and Landlord may require that same is centered horizontally on the storefront elevation. The color and type style of each letter face is subject to approval by Landlord.

d. Recommended type styles are BOLD styles of Helvetica, Futura, and Corinthian. Any nontraditional styles and/or all Logos are subject to approval by Landlord.

e. Landlord may restrict signage such that the width of Tenant's sign shall be limited to 70% of store front width and/or as depicted by local ordinances.

f. Landlord may restrict signage such that the height of Tenant's sign shall be limited to a maximum 24" and a minimum of 16" and/or as depicted by local ordinances.

g. Landlord may restricts signage so as to require that Tenant's sign copy shall be in one single row.

h. Landlord may restrict signage also so that Tenant shall not be permitted to have banners, exposed neon, protruding signs, flashing signs, audible signs, moving signs, product description signs, price signs, percent discount signs, paper signs, suspended signs, or newspaper advertising attached to the storefront window glass.

i. Landlord may restrict signage also so that Tenant shall not be permitted to have, install, maintain or operate on the Project: roof/canopy mount signs, pole/pylon signs or trailer/vehicle signs.

j. Landlord may designate materials and other details of signage; for example, Landlord may require that Tenant's sign shall be constructed of a minimum .040 gauge aluminum sheet, with 3/16" flexible face and a maximum of 4" depth; or such variation of the foregoing as Landlord shall determine is prudent and best for the Project. Landlord may also impose other specifics, such as, for example, but reserving the right to modify the following: Raceway shall be constructed from extruded materials and shall contain all wiring connections, appropriate transformers, mounting brackets, wiring conduit and timer, and non-corrosive fasteners; all of which are to be hidden from view. Raceway shall not exceed 6" in height and 6" in depth. There shall be no exposed conduit, tubing or raceways except for hot-dipped galvanized support brackets. All openings for conduits and sleeves in the sign panel of building walls must be shown on submitted drawing.

k. Landlord may require that Tenant's sign shall be lighted from dusk till dawn seven days a week.

l. All of Tenant's sign work shall to be performed by a licensed and insured sign company.

m. Tenant shall be responsible for poor workmanship, construction, and mounting. Tenant shall bear the cost of remounting and correcting said poor workmanship. The intent is to have sign constructed and installed in a professional manner which compliments and blends with existing signs.

n. Tenant is responsible for permitting and meeting all zoning codes requirements and shall hold Landlord harmless from any violations resulting therefrom. It is the responsibility of the sign

contractor to close said permit and provide a copy to the Landlord for its records and Tenant shall insure such to be the case.

o. It is the Tenant's responsibility to maintain its signage and faces during the original term and any extensions thereof. This is to include, but shall not be limited to, replacement of missing plastic faces on the letters, faded letters that do not match the original specification and the other tenant letters throughout the center. Landlord may require that all signs must be harmonious throughout the Project.

p. Upon vacating the premises, Tenant shall remove its signage from the façade, storefront windows and wherever else having been permitted or then existing. The façade must have the holes filled, timers left and the wall painted to match if the paint is not even. All expenses related to this clause are at the Tenant's cost and to the reasonable satisfaction and reasonable approval of Landlord.

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## EXHIBIT F

ATTACHED TO THAT CERTAIN LEASE by and between YMCA OF SOUTH FLORIDA, THE DULY REGISTERED FICTITIOUS NAME FOR YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, as Landlord, and **THE CITY OF FORT LAUDERDALE, a Florida municipal corporation of the State of Florida**, as Tenant respecting Premises identified as: **Bay No. 1** in that certain building referred to as the LA Lee YMCA Family Center / Mizell Community Center, located at 1409 Sistrunk Blvd., Fort Lauderdale, Florida 33311

### EXCLUSIVE USES AND RESTRICTIVE COVENANTS

The following is a list of prohibited uses including exclusives, use restrictions, and restrictive covenants and limitations and other use limitations affecting and/or arising in respect of tenants or occupants at the Project. By the attachment of this Exhibit to its lease, this Exhibit is deemed incorporated into such lease and made a part thereof; and in connection therewith, the Tenant under the lease to which this Exhibit is attached, hereby covenants and agrees, for the benefit of Landlord and independently also for the benefit of each of the parties below previously having secured the following described exclusive or restriction or other covenants or protections, that, throughout the term of this Lease, including any renewals or extensions hereof, including as the premises may be relocated and including as the lease may be assigned, sublet or replaced, the premises under this lease, in whole or in part, will not be used to operate directly or indirectly for the business set forth below, and the Tenant shall abide by all of, and the Tenant shall not violate any of, the following described covenants, restrictions, exclusives or limitations. The Tenant under the Lease to which this Exhibit is attached further acknowledges that it has carefully studied the following list; and, where any generally stated exclusive or other restriction or limitation or covenant below (which may be a summary rather than the actual quoted language), may reasonably be read to affect the Tenant's expected rights or operations or use, it was incumbent upon Tenant to have made inquiry (and Tenant in fact did make such inquiry to the extent it determined was necessary) to learn the precise language from the specific lease at bar and noted below, before entering into this Lease, so as to best understand and appreciate precisely what shall govern and control Tenant's use and operations hereunder. References herein or on the attachments to the trade names of tenants shall not be deemed or construed in any respect as a representation or warranty or other assurance that any such tenancy now or in the future exists or shall continue to exist or be open or operating in the Project nor shall closures (other than permanent termination of the applicable lease including termination of any surviving continuing restrictions or limitations noted below) operate or be deemed to diminish or impair the full force and effect of Tenant's obligation to abide by and not violate the following (any bold text below is by virtue of emphasis added for this Exhibit without suggesting necessarily that same appears in the source text):

1. Under that certain Lease Agreement (Ground Lease) dated August 22, 2017, between Landlord as the ground tenant thereunder and the City of Fort Lauderdale, as the ground landlord thereunder. This Lease is subject to the terms and limitations, restrictions and prohibitions of the said Ground Lease, including without limitation: The said Ground Lease includes the following:

- a. "Retail store fronts facing the street" (Par. 2.1), where "for profit"...not exceeding an aggregate of 8,000 square feet of the YMCA facility (the "Retail Spaces"), will be permitted." (Par. 2.1.2);
- b. "All personal property...is at the sole risk of" the tenant party (Par. 2.5);
- c. "Hazardous Substances" as defined in Article 5 of the said Ground Lease are subject to various limitations, restrictions and liability risks as therein specified and a party may be required to allow for environmental testing or reporting required by the City; (among other things, see Par. 5.9).

2. Other retail tenant or Building tenant restrictions or exclusives imposed under their leases through the date of execution and delivery hereof: a. Broward College: "...the prior written consent of Tenant shall be required for Landlord or another tenant of Landlord to be able to lease any portion of the space in the Building to any tenant whose business is "Higher Education", herein defined as any other college, university, vocational school for college-aged students, technical schools for college-aged students, or other higher educational or college-aged student training institution, for people who are of an age and educational track record and history ("Qualifying BC Enrollees") that they would otherwise partake of the Tenant's available offerings instead (herein the "Higher Education Exclusive"). For clarity and to avoid doubts, the parties acknowledge some examples which would, or would not, be deemed "Higher Education": (i) private universities or private colleges such as Keisers or Strayers

would be Higher Education and thus expressly prohibited by this restriction; (ii) pre-schools would not be “Higher Education” and thus would not be prohibited by this restriction; (iii) job-force training, counseling, placement and similar assistance for individuals who would not otherwise fall into the designation of Qualifying BC Enrollees, irrespective of age would not constitute a use violating this exclusive.”

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LANDLORD:

YMCA OF SOUTH FLORIDA, the duly registered  
fictitious name for YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF SOUTH FLORIDA, INC., a  
Florida not-for-profit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

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

By: \_\_\_\_\_

Dean J. Trantalis, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Greg Chavarria, City Manager

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
David R. Soloman, City Clerk

Approved as to Form:  
D'Wayne Spence, Interim City Attorney

\_\_\_\_\_  
Lynn Solomon, Asst. City Attorney