

LEASE AGREEMENT

Between

BROWARD COUNTY

And

CITY OF FORT LAUDERDALE

for

LAKE LAUDERDALE, JOINT PARK SITE

This is a Lease Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY,

AND

CITY OF FORT LAUDERDALE, a municipal corporation, hereinafter referred to as CITY.

W I T N E S S E T H:

WHEREAS, COUNTY and CITY are committed to providing a regional park located in the City of Fort Lauderdale, to be known as Lake Lauderdale Park, hereinafter called "Park Site" as more specifically described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, each party intends to contribute certain lands and monies toward the development and establishment of this Park Site; and

WHEREAS, the joint participation and contributions of each party shall serve to develop a park site greater than either party could develop independently of each other;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, COUNTY and CITY enter into this Lease Agreement which sets forth all of the terms and conditions of the joint project, as follows:

ARTICLE I

DESIGN

The COUNTY and CITY have jointly approved the Master Plan as the conceptual plan for said Park Site as more specifically described in Exhibit "B" attached hereto and hereinafter referred to as "Plan." The parties approve any design and construction of said Park Site which is in substantial conformity with said Plan. In the event any contemplated design or construction of said park materially deviates from said Plan, the written consent of both parties shall be required prior to approving said change.

ARTICLE II

CONSTRUCTION

- 2.1 The Park Site shall be constructed in substantial conformity to the Plan approved by the COUNTY and CITY and the subsequently approved construction plans and specifications prepared in accordance therewith. The

EXHIBIT "B"

CITY shall be responsible for entering into a construction contract(s) with the lowest responsive bidder for the construction of said Park Site, which contract shall include provisions for date(s) of completion, total cost, liability insurance and performance bonds, third-party beneficiary status of COUNTY and joint COUNTY-CITY approval of certification of final completion.

- 2.2 It is expected that the Park Site will be developed in phases. If the Park Site is developed in phases, CITY agrees that the first phase of development will include the COUNTY portion of the Park Site being leased to the CITY pursuant to this Agreement.
- 2.3 CITY agrees to commence development of Phase I of the Park Site as soon as possible from the date of this Agreement, and to open Phase I to the public by June 30, 1987.
- 2.4 CITY further agrees to use its best efforts to complete development of the remainder of the Park Site prior to January 1, 1999.

ARTICLE III

COST

- 3.1 The cost of construction at the Park Site, and expenses reasonably related thereto, shall be paid by the COUNTY and CITY as follows: COUNTY agrees to contribute the total maximum sum of \$1,345,250.00 as COUNTY'S financial contribution to the development of the Park Site; that sum includes \$462,374.00 for a Land and Water Conservation Fund Grant that has strict guidelines included in a separate agreement made a part of this Lease Agreement.
- 3.2 COUNTY further agrees to lease to CITY, for exclusively park purposes, the property described in Exhibit "C" attached hereto and made a part hereof in accordance with the terms contained herein. In the event COUNTY acquires additional property in the future which is contiguous to the Park Site, COUNTY may, at its discretion, convey said additional property to CITY for park purposes.
- 3.3 Within 45 days from the date of this Lease Agreement, COUNTY shall set up a special account entitled "Bradley/Lake Lauderdale Development" for funding the construction at the Park Site in accordance with the approved Master Plan, and allocate funds identified in Section 3.1 to such account.
- 3.4 CITY shall be allowed to draw on said special account according to the following invoice procedures:
 - 3.4.1 No later than the tenth (10) day of each month during the period of Park Site development, CITY shall submit to the COUNTY'S Parks and Recreation Division an itemized statement showing all expenses relating to development of the Park Site incurred by the CITY during the preceding month. Each statement shall show a cost total for the month covered by the statement and a running total of the accumulated costs of the development work.
 - 3.4.2 In addition to the statement described in Section 3.4.1, CITY shall also submit a certified copy of invoices for all services rendered and purchases made during the preceding month, which shall include the date the services were rendered or purchases made.
 - 3.4.3 The Director of the CITY'S Department of Parks and Recreation, or his authorized representative, shall certify to COUNTY

that the work for which an invoice is being submitted has been completed or that the material purchased has been received.

- 3.4.4 As a final portion of the monthly statement described in Section 3.4.1 above, CITY shall describe all construction improvements at the Park Site which it has completed or is currently working on. This progress report on such improvements shall be submitted in the format provided in Exhibit "D."
 - 3.4.5 Upon receiving a monthly statement described in this Section 3.4, the Accounting Division of the COUNTY'S Parks and Recreation Division shall audit such statement, including supporting documentation, to determine whether the items for which invoices are submitted have been completed or received and that the invoiced items should, therefore, be paid.
 - 3.4.6 Upon determination by the Accounting Division of the COUNTY'S Parks and Recreation Division that the invoiced services and materials shown on a monthly statement have been received or completed, the Accounting Division shall authorize the COUNTY'S Department of Finance to make payment to the CITY from the special account referred to above in the amount it determines to be payable pursuant to the audit.
 - 3.4.7 The COUNTY'S Department of Finance shall then make payment to CITY in the amount indicated in said Accounting Division's authorization.
 - 3.4.8 The entire payment process set out in Sections 3.4.5 through 3.4.7 hereof shall be completed and payment made to CITY within thirty (30) days of submittal of a statement by CITY pursuant to Section 3.4.1 above.
 - 3.4.9 The CITY shall keep records and accounts of all costs and expenses attributable to development of the Park Site and shall make such records and accounts available for examination and audit by the COUNTY upon request of the COUNTY'S Parks and Recreation Division.
- 3.5 CITY covenants and agrees to comply with all time frames and all other conditions contained in the Land and Water Conservation Fund agreement attached and made a part hereof. Failure to do so may result in the loss of the grant and reduce the amount of the COUNTY'S contribution by \$462,374.00.
 - 3.6 CITY covenants and agrees to contribute the additional resources necessary to develop the Park Site in accordance with the Plan. CITY covenants and agrees to dedicate the property owned by CITY, more particularly described in Exhibit "A" attached hereto and made a part hereof, to the exclusive use of the Park Site. CITY further covenants and agrees that access by the public to the Park Site will be nondiscriminatory with respect to fees and charges assessed for use of the Park Site.

ARTICLE IV

DEMISED PREMISES

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by CITY to COUNTY, the receipt and sufficiency of which are hereby acknowledged by COUNTY, and for and in consideration of the mutual covenants herein contained, COUNTY hereby leases and demises to CITY, subject to the covenants and agreements hereinafter set forth, the property commonly known as the "Broward County Bradley/Lake Lauderdale Park Site," located in Fort Lauderdale in the County

of Broward, State of Florida, said property being more particularly described in Exhibit "C" attached hereto and made a part hereof.

ARTICLE V

TERM

- 5.1 The term of this Lease shall commence on the date of execution of this Agreement by COUNTY, hereinafter referred to as "Commencement Date," and end thirty (30) years thereafter, unless sooner terminated as provided for hereinafter.
- 5.2 COUNTY hereby grants to CITY the right to renew this lease upon the expiration of said initial term for two (2) successive five (5)-year periods, by giving written notice to COUNTY no later than one hundred twenty (120) days prior to the end of the initial or previous term.

ARTICLE VI

RENT

The CITY agrees to pay to COUNTY as rent for the property described in Exhibit "C," the total sum of Thirty Dollars (\$30.00), payable in yearly installments of One Dollar (\$1.00) each on the commencement date of this Lease Agreement and on each subsequent yearly anniversary of the commencement date, so long as this Lease Agreement is in full force and effect. Rental shall be payable at the following location:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

ARTICLE VII

OPERATIONS

- 7.1 CITY shall have full and exclusive responsibility for the management, supervision, maintenance and any and all other acts which are necessary for the operation of the Park Site. CITY covenants that it shall maintain the entire Park Site in good order and repair in a clean and sanitary condition, in accordance with the reasonable standards obtained in high quality similar parks. CITY, upon the consultation and consent of COUNTY, may make and enforce rules for the supervision and control of, and admission to, the Park Site in order to promote the orderly and proper use of the Park Site, provided all rules and regulations adopted apply uniformly to all park patrons.
- 7.2 CITY assumes all risks in the operation of the Park Site. CITY hereby covenants and agrees to indemnify and save harmless COUNTY, and its officers and employees, from any and all claims, suits, losses, damage or injury to personal property or life and limb of whatsoever kind and nature, whether direct or indirect, arising out of the operation of the Park Site, or the carelessness, negligence or improper conduct of CITY or any agent, servant, employee, contractor or supplier.

ARTICLE VIII

NOTICES

Any notice or demand which, under the terms of this Lease Agreement or by any statute or ordinance, is given or made by a Party hereto shall be in writing and shall be given by certified or registered mail sent to the other Party at the address set forth below, or to such other address as such Party may from time to time designate by notice. Notice to the COUNTY shall be addressed to:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

ARTICLE IX

EVENTS OF DEFAULT OR TERMINATION

If any one or more of the following events shall occur:

- A. If the CITY shall default in the due and punctual payment of any sum which is required to be paid by CITY in accordance with the provisions of this Agreement, and such default shall continue for more than thirty (30) days after written notice thereof from COUNTY; or
- B. If the CITY shall default in the due performance or observance of any covenant or condition contained in this Agreement and such default shall continue for more than thirty (30) days after written notice thereof from COUNTY; or
- C. If CITY abandons or vacates the Park Site after development for a period in excess of thirty (30) days; or
- D. If the Park Site is totally or partially destroyed rendering the premises substantially inaccessible or unusable; and
 - 1) the existing laws do not permit the restoration of the premises; or
 - 2) the premises were totally or partially destroyed from a risk not covered by insurance and CITY is unable to pay the cost of restoration; or
 - 3) the estimated cost of the restoration exceeds the amount of proceeds received from the insurance maintained by CITY according to the terms of this Agreement and CITY is unable to pay the additional costs of restoration;

then, and in any such event, COUNTY at any time thereafter may give a written notice to CITY specifying a date (which shall be at least thirty (30) days after the giving of such

notice) on which this Lease Agreement shall terminate, and on such date, this Lease Agreement shall expire and terminate and all rights of the CITY and COUNTY under this Lease Agreement shall cease and CITY shall forthwith surrender all lands leased to CITY by COUNTY, unless before the giving of such written notice (i) all sums payable by CITY under this Lease Agreement and all costs and expenses due and owing shall have been paid by CITY; and (ii) all other defaults at the time existing under this Lease Agreement shall have been cured.

ARTICLE X

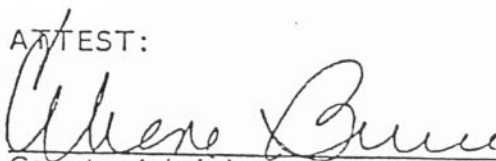
WAIVER

Failure of either party to insist upon strict performance of any covenant or condition of this Lease Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the Parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in their behalf by their respective undersigned, duly authorized officers or partners, the day and year first above written.

COUNTY

ATTEST:

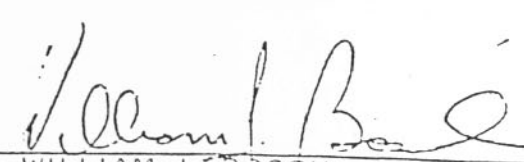

County Administrator and Ex Officio
Clerk of the Board of County Com-
missioners of Broward County,
Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
SCOTT I. COWAN, Chairman

21 day of May, 1985.

Approved as to form and legality by
Office of General Counsel
for Broward County, Florida
SUSAN F. DELEGAL, General Counsel
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600

By 
WILLIAM J. BOSCH
Assistant General Counsel

LEASE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
FORT LAUDERDALE FOR LAKE LAUDERDALE, JOINT PARK SITE

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Patricia H. Baur

By

F. B. Hendler
Mayor-Commissioner

Butterfly Holloway 25th day of April, 1985.

ATTEST:

L. G. [Signature]
City Clerk

By

[Signature]
City Manager

25th day of April, 1985.

(CORPORATE SEAL)

APPROVED AS TO FORM:

[Signature]
City Attorney

LEGAL DESCRIPTION

That portion of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 28, Township 49 South, Range 42 East, lying East of I-95, less the South 670 feet and less the East 35 feet of the South 1,699.96 feet (as measured at right angles);

AND that portion of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 28, Township 49 South, Range 42 East, lying East of I-95;

AND the West one-half (W 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of Section 28, Township 49 South, Range 42 East, less the South 1,699.96 feet (as measured at right angles);

AND the North three-eighths (N 3/8) of the West one-half (W 1/2) of the East one-half (E 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of Section 28, Township 49 South, Range 42 East;

AND that portion of the South three-eighths (S 3/8) of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northeast one-quarter (NE 1/4) of Section 28, Township 49 South, Range 42 East, lying East of I-95.

All containing 78.5 Acres more or less.

and

Parcel 3, PARKWAY DISTRIBUTION AND INDUSTRIAL CENTER, according to the plat thereof, recorded in Plat Book 87, Page 13, of the public records of Broward County, Florida; TOGETHER WITH that portion of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of Section 28, Township 49 South, Range 42 East, bounded as follows: On the South by the North line of said Parcel 3; on the North by a line 85 feet North of and parallel with the said North line of Parcel 3; on the East by the Northerly extension of the East line of said Parcel 3; and on the West by the Northerly extension of the West line of said Parcel 3.

All containing 6.07 Acres more or less.

and

The West Half (W 1/2) of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4);

AND the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4);

AND the East Half (E 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4);

EXHIBIT "A"-1

AND that part of the North Three-Quarters (N 3/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) lying Westerly of the Main Canal of Fort Lauderdale Middle River Reclamation District, all in Section 28, Township 49 South, Range 42 East.

and

A portion of the South One-half (S 1/2) of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 28, Township 49 South, Range 42 East, together with a portion of a REPLAT OF A PORTION OF HILLMONT MIDDLE RIVER VISTA, according to the Plat thereof, as recorded in Plat Book 59, Page 18 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of the South One-Half (S 1/2) of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of said Section 28;

THENCE North $89^{\circ}14'28''$ East along the North line thereof, a distance of 602.55 feet to the POINT OF BEGINNING:

THENCE continue North $89^{\circ}14'28''$ East, a distance of 575.64 feet to a point on the West line of Parcel C, FORT LAUDERDALE MIDDLE RIVER RECLAMATION DISTRICT, as recorded in Plat Book 15, Page 4 of the Public Records of Broward County, Florida;

THENCE Southerly and Easterly along the arc of a circular curve to the left, being one and the same as the Westerly boundary of said Parcel C having a radius of 580.00 feet, and whose radius point bears North $64^{\circ}57'56''$ East from the last described point, an arc distance of 119.73 feet;

THENCE South $59^{\circ}29'27''$ West, a distance of 284.48 feet;

THENCE North $61^{\circ}00'33''$ West, a distance of 242.79 feet;

THENCE South $89^{\circ}14'27''$ West, a distance of 177.96 feet;

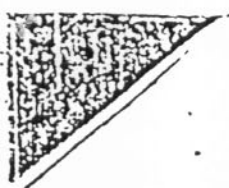
Said last mentioned three courses being coincident with the South line of Parcel X, as shown on said REPLAT OF A PORTION OF HILLMONT MIDDLE RIVER VISTA:

THENCE North $00^{\circ}45'33''$ West, a distance of 123.99 feet to the POINT OF BEGINNING.

SAID LANDS situate, lying and being in Broward County, Florida and containing 2.307 acres, more or less.

ALSO A portion of Parcel B, Hillmont Middle River Vista according to the plat thereof, recorded in Plat Book 59 at page 18 Broward County Records.

EXHIBIT "A"-2



Begin at the intersection of the North Line of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 49 South, Range 42 East and the Westerly Right-of-Way Line of Powerline Road; thence run South 89°19'33" West along said North line for a distance of 249.38 feet; thence run North 01°00'12" East for a distance of 24.60 feet; thence run North 59°29'27" East for a distance of 288.29 feet; thence run South 00°11'28" East along the Westerly Right-of-Way line of Powerline Road for a distance of 168.02 feet to the POINT OF BEGINNING.

Said lands containing 0.550 acres, more or less.

and

The South (S) 25 feet of the E-1/2 of the E-1/2 of the SW-1/4 of the NE-1/4 of Section 28, Township 49 South, Range 42 East, lying West (W) of Middle River Reclamation District Canal.

LEGAL DESCRIPTION

The West Half (W 1/2) of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4);

AND the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4);

AND the East Half (E 1/2) of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4);

AND that part of the North Three-Quarters (N 3/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) lying Westerly of the Main Canal of Fort Lauderdale Middle River Reclamation District, all in Section 28, Township 49 South, Range 42 East.

and

A portion of the South One-half (S 1/2) of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 28, Township 49 South, Range 42 East, together with a portion of a REPLAT OF A PORTION OF HILLMONT MIDDLE RIVER VISTA, according to the Plat thereof, as recorded in Plat Book 59, Page 18 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of the South One-Half (S 1/2) of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of said Section 28;

THENCE North 89°14'28" East along the North line thereof, a distance of 602.55 feet to the POINT OF BEGINNING:

THENCE continue North 89°14'28" East, a distance of 575.64 feet to a point on the West line of Parcel C, FORT LAUDERDALE MIDDLE RIVER RECLAMATION DISTRICT, as recorded in Plat Book 15, Page 4 of the Public Records of Broward County, Florida;

THENCE Southerly and Easterly along the arc of a circular curve to the left, being one and the same as the Westerly boundary of said Parcel C having a radius of 580.00 feet, and whose radius point bears North 64°57'56" East from the last described point, an arc distance of 119.73 feet;

THENCE South 59°29'27" West, a distance of 284.48 feet;

THENCE North 61°00'33" West, a distance of 242.79 feet;

THENCE South 89°14'27" West, a distance of 177.96 feet;

Said last mentioned three courses being coincident with the South line of Parcel X, as shown on said REPLAT OF A PORTION OF HILLMONT MIDDLE RIVER VISTA:

THENCE North 00°45'33" West, a distance of 123.99 feet to the POINT OF BEGINNING.

EXHIBIT "C"-1

SAID LANDS situate, lying and being in Broward County, Florida and containing 2.307 acres, more or less.

ALSO A portion of Parcel B, Hillmont Middle River Vista according to the plat thereof, recorded in Plat Book 59 at page 18 Broward County Records.

Begin at the intersection of the North Line of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 49 South, Range 42 East and the Westerly Right-of-Way Line of Powerline Road; thence run South $89^{\circ}19'33''$ West along said North line for a distance of 249.38 feet; thence run North $01^{\circ}00'12''$ East for a distance of 24.60 feet; thence run North $59^{\circ}29'27''$ East for a distance of 288.29 feet; thence run South $00^{\circ}11'28''$ East along the Westerly Right-of-Way line of Powerline Road for a distance of 168.02 feet to the POINT OF BEGINNING.

Said lands containing 0.550 acres, more or less.

and

The South (S) 25 feet of the E-1/2 of the E-1/2 of the SW-1/4 of the NE-1/4 of Section 28, Township 49 South, Range 42 East, lying West (W) of Middle River Reclamation District Canal.

STATUS REPORT ON INDIVIDUAL IMPROVEMENTS CURRENTLY
IN PROGRESS IN THE DEVELOPMENT OF THE BRADLEY/LAKE
LAUDERDALE SITE

DATE OF REPORT

JOB COMMENCEMENT DATE:

JOB TITLE AND NUMBER:

ESTIMATED JOB COMPLETION DATE:

PRIMARY CONTRACTOR:

ESTIMATED COST:

MONEY EXPENDED TO DATE:

ESTIMATED AMOUNT TO COMPLETE PROJECT:

PERCENT COMPLETED:

DESCRIPTION OF SERVICES CONTRACTED FOR AND RENDERED:

DESCRIPTION OF REMAINING PORTIONS OF JOB TO BE COMPLETED:

DESCRIPTION OF SUCCESS OR PROBLEMS ENCOUNTERED WITH JOB:

EXHIBIT "L"

5940g