

LAND LEASE
BETWEEN
THE CITY OF FORT LAUDERDALE, FLORIDA
AND
THE UNITED STATES OF AMERICA

1. By authority of 10 U.S.C. 2661, this LEASE, is made and entered into this _____ day of _____ in the year _____.

Between: **CITY OF FORT LAUDERDALE, a Municipal Corporation of the State of Florida**

Whose Address is: 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301

And whose interest in the property is that of the owner for itself, administrators, successors, and assigns, hereinafter called the Lessor "Owner" or "City", and the **UNITED STATES OF AMERICA**, hereinafter called the Government or Lessee.

In consideration for **RENT** the parties promise and agree as follows:

2. **PROPERTY:** The Lessor agrees to lease to the Lessee the following described property located at 5515 N.W. 15th Avenue, Fort Lauderdale, FL; including the exclusive use of **4.2409** acres of land as described on **Exhibit A**, attached hereto and made a part hereof, to be used for the Lt. Alexander Ninninger Jr. U.S. Army Reserve Center and other Governmental purposes.
3. TO HAVE AND TO HOLD the said premises for the term beginning **01 January 2023** through **31 December 2023**, provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year with written notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond **30 June 2027**.
4. **RENTAL:** The Lessee shall pay the Owner rent at the following rate: **\$340,000** per annum paid at the rate of eleven (11) equal monthly payments in the amount **\$28,333.33** per month, and one (1) monthly payment in the amount of \$28,333.37 to be paid in arrears. Payments shall be made monthly by: Commander, 81st Readiness Division, Directorate of Public Works, Ft. Jackson, SC 29207. Rent for a lesser period shall be prorated.

US Army Reserves FUND SITE: TBD

5. **OWNERSHIP:** The Lessor warrants it is the rightful and legal owner of the property and has the legal right to enter into this lease. If the premises should be sold the lease shall terminate and nothing in this lease is to be construed as preventing the owner from selling the premises. If the title shall fail, or it be discovered that the Lessor did not have authority to lease to the property, the lease shall terminate, and the Lessor shall refund all rentals paid.

6. **TERMINATION:** The Lessor may terminate this lease in whole or part by giving the lessee **90** days written notice prior to the end of the current lease term. The parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

7. **MAINTENANCE:** The Lessee shall maintain primary roads and trails on the property in good condition for vehicular traffic. Any excessive rutting in these roads and trails caused by Corps' vehicles will be repaired in a timely manner. The lessee agrees to cut away all brush and weeds that interfere with vehicles using these primary roads and trails each year of this lease at its own expense. Further, the lessee shall keep all drains and ditches intersecting with the primary roads and trails open and in good working order or, at its option, to cover said drains using steel culverts of adequate size so as to prevent adverse effects upon using the primary roads and trails.

8. **RESTORATION:** The Lessee shall not restore the premises, either physically or by payment in lieu thereof, for damages as a result of destruction or damages to the premises beyond the control and without the fault of negligence of the Lessee, including, but not restricted to, acts of nature, fire, lightning, floods, severe weather or reasonable and ordinary wear and tear. The parties agree that any settlement of damages by the Lessee, beyond those maintenance items referred to in Condition 7, if any, shall be done before the end of each one year lease term period. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a Supplemental Agreement at the termination of the lease in order to effectuate such settlement.

9. **DAMAGE:** The Lessee shall be liable only for damage resulting from negligence or misconduct of Lessee personnel or anyone acting under their authority.

10. **STAGING AREAS:** Any staging area required by the Lessee shall be in an area mutually acceptable to both Lessor and Lessee.

11. **TAXES:** The Lessor accepts full and sole responsibility for the payment of all taxes and other charges for a public nature which may arise in connection with this lease, or which may be assessed against the property. This includes registration of the lease and payment of related charges.
12. **NOTICE:** Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at: **City of Fort Lauderdale, City Manager, City Clerk, and City Attorney, 100 N. Andrews Avenue, Fort Lauderdale, Florida, 33301 and City of Fort Lauderdale Airport Director, 6000 N.W. 21st Avenue Fort Lauderdale, Florida 33309** and if given by the Lessor shall be addressed to the **District Engineer, U.S. Army Corps of Engineers, Mobile District, Attn: CESAM-RE-A, P.O. Box 2288, Mobile, AL 36628-0001.**
13. **LESSOR'S SUCCESSORS:** The terms and provisions of this lease and the conditions shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.
14. **COVENANT AGAINST CONTINGENT FEES:** The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
15. **OFFICIALS NOT TO BENEFIT:** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.
16. **GRATUITIES:**
 - a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the

existence of facts upon which the Secretary of the Army or his duly authorized representative makes such finding shall be in issue and may be reviewed in any competent court.

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

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

17. EXAMINATION OF RECORDS: The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) year after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.

18. MODIFICATION: No Change or modification of this lease shall be effective unless it is in writing and signed by both parties to this lease.

19. DAMAGES: If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

20. The Government agrees during the term of this lease to keep open and in good working order all area drains or water course traversing the premises, or, at option, to cover said drains using culvers or other pipes of adequate size so as to prevent adverse effects upon the drainage of other land of Lessor adjacent to the premises. The lessor specifically relieves the Government of any requirement to restore the premises or to pay damages in lieu of such restorations.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

LESSOR: **CITY OF FORT LAUDERDALE, a Municipal Corporation of the State of Florida**

Tax ID# 59-6000319

Cage Code: TBD

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

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

By _____
Greg Chavarria, City Manager

(CORPORATE SEAL)

ATTEST:

By _____
David R. Soloman, City Clerk

Approved as to form:
D'Wayne M. Spence, Interim City Attorney

By _____
Lynn Solomon, Assistant City Attorney

UNITED STATES OF AMERICA

BY: _____
DERRICK D. MOTON
Chief, Acquisition Branch
Real Estate Contracting Offer
USACE, Mobile District

EXHIBIT "A"

Legal Description

A parcel of land being a portion of Tract 1, "F-X-E PLAT" according to the plat thereof recorded in Plat Book 119, Page 4 of the Public Records of Broward County, Florida, said parcel being more particularly described as follows: Commencing at the most Southerly east corner of said "F-X-E PLAT"; thence North $02^{\circ}04' 39''$ West along the east right-of-way line of Northwest 12th Avenue and the limits of said "F-X-E PLAT", a distance of 2114.58 feet; thence South $87^{\circ}55'41''$ West, a distance of 946.65 feet to the east right-of-way line of Northwest 15th Avenue; thence North $02^{\circ}05'28''$ West along said east right-of-way line, a distance of 58.19 feet; thence South $87^{\circ}54'32''$ West, a distance of 70.00 feet to the Point of Beginning of this description, said point being on the west right-of-way line of said Northwest 15th Avenue; thence South $02^{\circ}05'28''$ East along said west right-of-way line, a 604.36 feet; thence North $06^{\circ}26'27''$ West, a distance of 300.83 feet; thence North $87^{\circ}48'29''$ East, a distance of 627.19 feet to the Pint of Beginning.

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