

POLICE SUBSTATION LEASE

THIS LEASE is entered into on this 24th day of April, 2013 by and between:

CORAL RIDGE YACHT CLUB, INC., a Florida not-for-profit corporation, FEI/EIN Number 590603864, whose principal address is 2800 Yacht Club Boulevard, Fort Lauderdale, FL 33304-4542, hereinafter, "LESSOR"

and

CITY OF FORT LAUDERDALE, a Florida a municipal corporation, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter, "LESSEE"

By Motion adopted by the City Commission at its Regular Meeting of _____, 2013, the City Commission of LESSEE authorized execution of this Lease by its proper City officials.

LESSOR owns certain property in the City of Fort Lauderdale, Broward County, Florida with a street address of 2800 Yacht Club Boulevard, hereinafter referred to as "Leased Premises," upon which exists a building suitable for use as a Police Substation.

LESSEE desires to lease the Leased Premises from LESSOR, upon terms and conditions as hereinafter set forth.

In consideration of the mutual promises and covenants exchanged in the Agreement, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **The Leased Premises.** LESSOR hereby leases and LESSEE agrees to lease from LESSOR a certain building erected on real property located in Broward County, Florida located at 2800 Yacht Club Boulevard, Fort Lauderdale. The building hereby leased to LESSEE has a gross area of approximately 400 square feet ("Leased Premises") and includes two (2) designated parking spaces next to the entrance area and adjacent to the front flag pole at the Western entrance to the property.

2. **Term.** The term of this Lease shall be for a period of one year, commencing May 15, 2013 and terminating May 14, 2014. The parties may extend the term of this Lease for additional periods of one-year upon mutual written consent of the below designated representative of both parties. Either party may terminate this Lease for any reason whatsoever upon ninety (90) days advance written notice to the other party as provided below. As to LESSEE, the authority to execute such written notice is delegated to the LESSEE'S City Manager.

3. **Rent.** The intent of this Agreement is to lease the Leased Premises to LESSEE on a rent-free basis. LESSOR and LESSEE agree that there shall be no annual rent for the Leased Premises. LESSEE shall not be responsible for any costs, expenses, utilities, real estate tax, insurance, obligations of every kind whatsoever relating to LESSEE'S use or occupancy of the Leased Premises, except for any costs and expenses associated with a telephone or telecommunications lines that may be installed by LESSEE. LESSOR is satisfied that the physical presence of the Substation is of sufficient value to LESSOR.

4. **Use of Leased Premises.**

(a) The Leased Premises are to be used by LESSEE for police substation purposes, and for no other purposes without the prior written consent of the LESSOR.

(b) LESSEE shall not use the Leased Premises (or fail to maintain them) in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority, including, but not limited to zoning ordinances, nor with the LESSEE maintain or permit any nuisances to occur on the Leased Premises.

(c) LESSEE covenants and agrees that LESSEE will use, maintain and occupy the Leased Premises in a careful, safe and proper manner and will not commit waste thereon, and that it will maintain and use the Leased Premises in compliance with all requirements of fire and other hazard insurance underwriters of the Leased Premises and the building of which it is a part.

5. **Maintenance and Repairs.**

(a) During the term of this Lease the LESSOR shall, at its own cost and expense, maintain in good condition and repair, less ordinary wear and tear, the interior and exterior of this Leased Premises, including, but not limited to:

- o Plumbing and sanitation systems
- o Electrical systems
- o Grounds, landscaping, drives and walks

(b) During the term of the Lease, the LESSOR shall, also at its own cost and expense, maintain in good condition and repair the roof, exterior walls, foundation and structural frames of the building constituting a part of the Leased Premises.

6. **Assignment and sub-letting.** The LESSEE shall not assign this Lease in whole or in part or sublet the Leased Premises in whole or in part without the prior written consent of the LESSOR.

7. **Default and Remedy.** Each of the following shall be deemed a default by the LESSEE:

(a) Failure to pay any additional costs or expenses as may be provided in this Lease when due.

(b) Failure to perform any act to be performed by the LESSEE hereunder or to comply with any condition or covenant contained herein.

(c) The abandonment of the Leased Premises by the LESSEE or its adjudication as a bankrupt; the making by the LESSEE of a general assignment for the benefit of creditors; the LESSEE's taking the benefit of any insolvency action of law; the appointment of a temporary receiver for the LESSEE or its assets, if such temporary receivership has not been vacated or set aside within thirty (30) days from the date of such appointment; the initiation of an arrangement or similar proceeding for the benefit of creditors by or against the LESSEE; dissolution or other termination of LESSEE'S corporate charter.

In the event of any default provided above and the continuance of such default after fifteen (15) days' written notice is given by LESSOR to LESSEE, this Lease shall be accelerated and any rents, if any shall be due and payable on demand.

The failure of the LESSOR to exercise any option herein provided on account of any default shall not constitute a waiver of the same or any subsequent default and no waiver of any condition or covenant of this Lease by either party shall be deemed to constitute a waiver by either party of any default for the same or any other condition or covenant.

8. Alterations.

(a) LESSEE shall not permit alterations of or upon any part of the Leased Premises without first obtaining the written consent of the LESSOR unless provided herein. All alterations or additions to the Leased Premises shall be made in accordance with all applicable laws and shall remain for the benefit of the LESSOR. No person shall be entitled to any lien directly or indirectly derived through or under the LESSEE or through or by virtue of any act or omission of the LESSEE upon the Leased Premises for any improvements or fixtures made thereon or installed therein or for or on account of any labor or material furnished to the Leased Premises or for or on account of any matter or thing whatsoever; and nothing in this Lease contained shall be construed to constitute a consent by the LESSOR to the creation of any lien.

(b) LESSEE may, prior to the expiration of the Lease Term remove all of LESSEE'S trade fixtures and equipment which can be removed without injury to the Leased Premises, provided that at such time all rents stipulated herein are paid in full and any damages to the Leased Premises promptly repaired.

(c) During the term of this Lease, LESSEE may replace the existing room air conditioner. This air conditioner shall be the property of LESSEE and constitute equipment that may be removed by LESSEE, at LESSEE'S discretion, upon the expiration or termination of this Lease.

9. **Inspection.** LESSOR or LESSOR'S agent shall be permitted to inspect or examine the Leased Premises only during business hours, in the presences of LESSEE'S personnel and upon at least 24 hours advance notice to LESSEE and only for the purpose of ascertaining whether repairs need to be performed that are the obligations of LESSOR.

10. **LESSOR'S Right to Mortgage.**

(a) LESSEE agrees at any time, and from time to time upon request by LESSOR, or the holder of any mortgage or other instrument of security given by LESSOR, to execute, acknowledge, and deliver to LESSOR or to the holder of such instrument, a statement in writing certifying that this Lease has not been modified and is in full force and effect (or if there have been any modifications, the same are in full force and effect and state such modifications); that there are no defaults hereunder by LESSOR, if such is the fact; and the dates to which the fixed rents and other charges have been paid, it being intended that any such statement delivered pursuant to this subparagraph may be relied upon by the holder of any such mortgage or other instrument of security or any authorized assignee of LESSOR.

(b) LESSEE further agrees at any time, and from time to time, to execute a consent to the assignment of this Lease by LESSOR to its mortgagee.

11. **Eminent domain.** If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain by any public or quasi-public body in such a manner that the Leased Premises shall become unusable by the LESSEE for the purpose it is then using the Leased Premises, this Lease may be terminated by the LESSEE by written notice to the LESSOR within fifteen (15) days after possession of the Leased Premises or any part thereof is so taken. LESSEE'S City Manager has the authority to execute and deliver such written notice. The LESSEE shall have no claim against the LESSOR or any other person, firm, corporation or governmental authority on account of any such acquisition for the value of any unexpired lease remaining after possession of the Leased Premises is taken. All damages awarded, therefore, shall belong to and be the sole property of the LESSOR provided, however, that the LESSEE shall be entitled to any award for the cost of or the removal of LESSEE'S stock, equipment and fixtures.

12. **Indemnification and Insurance.**

(a) **General Indemnity.** It is acknowledged that LESSEE is a political subdivision of the State of Florida and entitled to sovereign immunity. To the extent provided herein, each party agrees to indemnify and save harmless the other party against and from any and all claims by or on behalf of any person, firm, or corporation arising from any breach or default in the performance of any covenant or act required by this Agreement, including any other damages, claims and liability arising from any accident or injury whatsoever during the term of this Lease, or any extension thereof, which occurs on or about the Leased Premises. The indemnification herein provided shall include all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon. Provided, however, that nothing in this Lease shall be construed to require LESSEE to

indemnify LESSOR or insure LESSOR for its negligence or to assume any liability for LESSOR'S negligent acts or omissions. Further, any provision in this Lease that requires LESSEE to indemnify, hold harmless or defend LESSOR from liability for any other reason shall not alter LESSEE'S waiver of sovereign immunity or extend LESSEE'S liability beyond the limits established in Sec. 768.28, Florida Statutes, as amended.

(b) **Insurance.** LESSOR will insure or self-insure the Leased Premises against fire, windstorm damage, flood, vandalism and other casualty at its sole expense.

(c) **Public Liability Insurance.** The LESSEE, as a municipality, is self-insured and is entitled to all the benefits and protections provided by Section 768.28, Florida Statutes. Notice of all and any claims the LESSOR might have against the LESSEE shall be made immediately upon the LESSEE/City. The LESSEE/City shall process all such claims pursuant to Section 768.28, Florida Statutes and in accordance with all other laws and its ordinances.

13. **Utilities.** The LESSOR shall pay the costs of all utilities consumed by the LESSEE before they become delinquent, with the exception of the telephone and telecommunications lines which shall be the responsibility of LESSEE.

14. **Signs.** LESSEE may post exterior signage identifying the Leased Premises, provided such signage is compliant with City Code. LESSOR reserves the right to approve the content, color, location and size of exterior signs located on the Leased Premises.

15. **Surrender.**

(a) Upon the expiration or other termination of this Lease, LESSEE shall quit and surrender to the LESSOR the Leased Premises, together with all other property affixed to the Leased Premises (with the exception of trade fixtures), broom clean, and in good order and condition ordinary wear and tear excepted. Any damage caused to the Leased Premises by removal of any property shall be promptly repaired by LESSEE. LESSEE'S obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

(b) If the LESSEE shall remain in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, then the LESSEE shall be deemed LESSEE of the Leased Premises from month-to-month at the same rental and subject to all the terms and conditions thereof.

16. **Waiver.** No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize a non-observance of any other occasion of such covenant of rent by the LESSOR at any time when the LESSEE is in default of any covenant or condition hereof be construed as a waiver if such default.

17. **Covenant of Quiet Enjoyment.** LESSOR agrees that if the LESSEE shall perform all of the covenants and agreements herein provided to be performed on the LESSEE'S part, the LESSEE shall, at all times during the Lease Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from the LESSOR or any persons lawfully claiming under the LESSOR, except as may be provided in Paragraph 9 above.

18. **Notice.** Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served when made in writing, by certified or registered mail, return receipt requested, and addressed as follows:

LESSOR: Coral Ridge Yacht Club
2800 Yacht Club Boulevard
Fort Lauderdale, FL 33312

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

All payments called for in this Lease shall be made to the LESSOR at the above address. The addresses may be changed from time to time by either party by serving notice as above required.

19. **Benefit of LESSOR and LESSEE.** This Lease and all of the terms and provision hereof shall inure to the benefit of and be binding upon the LESSOR and LESSEE, and their respective heirs, successors, assigns and legal representatives.

20. **Radon Gas.** Radon gas 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 public health unit.

21. **Hold Harmless.** To the extent provided by law, LESSEE agrees to indemnify and hold harmless LESSOR against all claims or damages to persons or property by reason of the use or occupancy of the Leased Premises by LESSEE, its agents, contractors, employees, clients, invitees, and to pay all expenses incurred by LESSOR in connection therewith including attorney's fees and court costs. However, nothing herein may be construed to constitute a waiver of the limitations and protection afforded LESSEE pursuant to Section 768.28, Florida Statutes.

22. **Taxes.**

(a) LESSEE shall be responsible for, and shall pay before delinquent, any municipal costs or State taxes assessed, to the extent applicable, during the term of this Lease Agreement against any occupancy interest or personal property of any kind, owned or placed in upon or about the Leased Premises by LESSEE.

(b) LESSOR shall pay all real estate taxes, fees and assessments assessed against the Leased Premises.

23. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Lease. None of the parties intend to directly or substantially benefit a third party by this Lease. The parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against any of the parties based on this Lease. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

24. **Governing Law; Venue; Waiver of Trial By Jury.** This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Lease or any controversies or legal problems arising out of this Lease, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Lease shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Lease, LESSOR and LESSEE hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Lease or any acts or omissions in relation thereto.**

25. **Severability.** The terms of this Lease Agreement are severable, and in the event any specific term herein is determined to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

26. **Entire Agreement.** The terms and conditions embodied in this Lease Agreement between the parties represents the entire Agreement, which may only be modified in writing and signed by both LESSOR and LESSEE.

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

WITNESS:

CORAL RIDGE YACHT CLUB, INC., a Florida not-for-profit corporation

Lynne C. Knoll

John Keefe
John Keefe, President

Lynne C. Knoll
[Witness type or print name]

Beth C. Anderton
Beth C. Anderton
[Witness type or print name]

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25 day of April, 2013 by **John Keefe**, as President of **CORAL RIDGE YACHT CLUB, INC.**, a Florida not-for-profit corporation. He/She is personally known to me or has produced (_____) as identification and did not (did) take an oath.

(SEAL)

Joanne Klemow
Notary Public, State of Florida
Print Name
Joanne Klemow
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number



WITNESSES:

[Witness type or print name]

[Witness type or print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By _____
John P. "Jack" Seiler, Mayor

By _____
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph, City Clerk

Approved as to form:

Robert B. Dunckel Asst. City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2013, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2013, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number