



## DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

26

## CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

## 1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 6/24/25 ☒ Agenda Item ☐ Non-AgendaCharter Ofc: CAO Router Name: Sonia Sierra Ext: 5598

Department: \_\_\_\_\_ Router Name: \_\_\_\_\_ Ext: \_\_\_\_\_

Commission Mtg. Date: 6/17/2025 CAM #: 25-0498 Item #: PH-1

## Document Title:

Termination of Lease -ORB1206 P 324 and 2nd Termination of Lease - ORB1508 P 224

CAM attached: ☒ Yes ☐ No Action Summary attached: ☒ Yes ☐ No CIP FUNDED: ☐ YES ☒ NO

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

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ NoIs the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 1 of eachAttorney's Name: Lynn Solomon Approved as to Form: ☒ Yes ☐ No Initials: [Signature]

Continue Routing To: FIN (if applicable) Date: \_\_\_\_\_ and then to CCO Date: \_\_\_\_\_

3) CITY CLERK OFFICE (CCO): Clerk Initials: WAY # of originals: 3Routed to Dept/Charter Ofc.: \_\_\_\_\_ Date: 06/24/254) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 6/25/25 CMO LOG #: JUN98TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers, ☐ C. Cooper ☐ L. Reece Date: \_\_\_\_\_

Comments/Questions: \_\_\_\_\_

ACM/AcACM Initials: [Signature] 06.25.25 for continuous routing to Manager/Executive Director Rickelle Williams.CMO Log Out & Forward to CCO, Date: 6/26/25 for continuous routing to the Mayor.

## 5) MAYOR/CRA CHAIRMAN: Date Received: \_\_\_\_\_ Date to CCO: \_\_\_\_\_

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

## 6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: CAO \*Name: Sonia Sierra Contact # 5598

\*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: \_\_\_\_\_ Attach certified Resolution # 25-99 ☒ Yes ☐ No Original form route to CAO

**PUBLIC HEARINGS****LS** PH-1 [25-0498](#)**25-99**

Public Hearing - Resolution to Approve Termination of Existing Lease and Authorization of a New Lease Agreement between the City of Fort Lauderdale and the Young Men's Christian Association of South Florida, Inc. (YMCA) for a Portion of Holiday Park Along North Federal Highway, Pursuant to Section 8.13 of the City Charter; Delegate Authority to the Proper City Officials to Execute the Lease; Delegate Authority to the City Manager to Execute Certain Instruments - (Commission District 2)

**ADOPTED**

**Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis

**PSJ** PH-2 [25-0448](#)**25-100**

Public Hearing - Resolution Approving the Transfer of Funds Programmed for Parks Land Acquisition in the Amount of One Million Dollars (\$1,000,000) from Commission District 1 and One Million Dollars (\$1,000,000) from Commission District 2, for a Combined Total Funds Transfer Amount of Two Million Dollars (\$2,000,000) from the Parks and Recreation General Obligation Bonds Pursuant to City of Fort Lauderdale Resolution No. 18-261 and Resolution No. 20-08, to Assist with the Construction Costs of a Public Pool at the Young Men's Christian Association of South Florida, Inc. (YMCA) Facility Located at Holiday Park - (Commission Districts 1 and 2)

**ADOPTED**

**Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis

**RESOLUTIONS****CLERK** R-1 [25-0645](#)**25-101**

Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

**ADOPTED**

**Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis

RESOLUTION NO. 25-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE TERMINATION OF THE EXISTING LEASE AGREEMENT WITH YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC. (YMCA); APPROVING A NEW LEASE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC. (YMCA) FOR A PORTION OF HOLIDAY PARK ALONG NORTH FEDERAL HIGHWAY, PURSUANT TO SECTION 8.13 OF THE CITY CHARTER FOR A PERIOD NOT TO EXCEED FIFTY YEARS FOR AN ANNUAL RENT OF \$1.00 PER YEAR; REPEALING ANY AND ALL RESOLUTIONS IN CONFLICT HEREWITH; AUTHORIZING EXECUTION OF THE LEASE AGREEMENT AND ANY ALL OTHER DOCUMENTS INCIDENTAL OR NECESSARY THERETO BY THE PROPER CITY OFFICIALS; DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE CERTAIN DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, pursuant to section 8.13 of the City Charter, the City Commission of the City of Fort Lauderdale, Florida, is authorized to lease real property to civic and charitable organizations for a maximum of fifty (50) years to be used by the lessee for purposes consistent with the public good; and

WHEREAS, pursuant to Resolution No. 25-78, the City Commission of the City of Fort Lauderdale declared its intent to terminate the existing lease agreement with the YMCA (the "Original Lease") and enter into a new lease agreement for a term of fifty (50) years with the YMCA for a portion of real property located in Holiday Park; and

WHEREAS, the YMCA will provide a public benefit by constructing a modern contemporary community facility, including a swimming pool and Wellness Center; and

WHEREAS, the City Commission finds that the proposed use is consistent with the public good and such use does not conflict with future or current use by the public of other portions of public land adjacent thereto; and

WHEREAS, the Notice of the Public Hearing to consider the Lease was published in the official newspaper of the City of Fort Lauderdale; and



WHEREAS, a copy of the proposed Lease has been posted on the City's public bulletin board and distributed to the City Commissioners at least three (3) days prior to public hearing scheduled for June 17, 2025; and

WHEREAS, the citizens and taxpayers have been given the opportunity to object to the execution, form or conditions of the proposed Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE; FLORIDA AS FOLLOWS:

SECTION 1. That the Recitals set forth are true and correct and incorporated in this Resolution.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida hereby authorizes the termination of the Original Lease dated November 16, 2016, between the City and YMCA upon execution of the amended and restated Lease Agreement.

SECTION 3. That the City Commission of the City of Fort Lauderdale, Florida, pursuant to City Charter Section 8.13, hereby approves the amended and restated Lease Agreement between the City and YMCA and finds that leasing a portion of Holiday Park, as legally described in Exhibit "A" attached hereto, along North Federal Highway to YMCA for construction and operation of a new facility, for a term not to exceed fifty (50) years for an annual rent of \$1.00 per year is consistent with the public good.

SECTION 4. That the City Commission hereby authorizes execution of the Lease, in substantially the form attached to Commission Agenda Memorandum #25-0498, by the proper City Officials, and any and all other documents or instruments necessary of incidental thereto, including documents to correct scrivener's errors, subject to final review and approval by the City Attorney's Office. The City Manager is delegated authority to execute documents or instruments necessary or incidental to consummation of this transaction, including correction of errors in the legal description of the leased premises.

SECTION 5. That any and all Resolutions in conflict herewith are hereby repealed.

SECTION 6. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.



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Mayor  
DEAN J. TRANTALIS

ATTEST:

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City Clerk  
DAVID R. SOLOMAN

APPROVED AS TO FORM  
AND CORRECTNESS:

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Interim City Attorney  
D'WAYNE M. SPENCE

Dean J. Trantalis \_\_\_\_\_

John C. Herbst \_\_\_\_\_

Steven Glassman \_\_\_\_\_

Pamela Beasley-Pittman \_\_\_\_\_

Ben Sorensen \_\_\_\_\_



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#25-0498**

**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Rickelle Williams, City Manager

**DATE:** June 17, 2025

**TITLE:** Public Hearing – Resolution to Approve Termination of Existing Lease and Authorization of a New Lease Agreement between the City of Fort Lauderdale and the Young Men's Christian Association of South Florida, Inc (YMCA) for a Portion of Holiday Park Along North Federal Highway, Pursuant to Section 8.13 of the City Charter - **(Commission District 2)**

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**Recommendation**

Staff recommends that the City Commission adopt a Resolution authorizing the termination of the existing lease agreement between the City of Fort Lauderdale and the YMCA, dated November 14, 2016, and approving a new fifty-year lease agreement with the YMCA for a portion of Holiday Park along North Federal Highway, pursuant to Section 8.13 of the City Charter.

**Background**

On May 6, 2025, the City Commission adopted a Resolution declaring its intent to (1) terminate the existing lease agreement with the YMCA and (2) enter into a new fifty (50) year lease agreement with the YMCA for a portion of City-owned property at Holiday Park. The Resolution also scheduled a public hearing, pursuant to Section 8.13 of the City Charter, to consider these actions.

The original lease between the City and YMCA, executed in 2016, authorized a fifty (50) year ground lease for the development of a community-serving recreational facility. However, due to delays related to the COVID-19 pandemic and other unforeseen circumstances, YMCA requested revised development milestones and sought to modernize the agreement terms. The existing lease did not permit subleasing for healthcare services, such as a free-standing emergency department.

To enable development of a new, modern facility that includes a YMCA wellness center and a free-standing emergency department operated by Broward Health, City staff, and YMCA negotiated:

- Termination of the 2016 lease agreement.

- A new amended and restated lease between the City and YMCA for a fifty (50) year term, allowing YMCA to construct and operate a new facility, including:
  - Recreation and wellness uses;
  - A new swimming pool;
  - Youth and teen activity centers;
  - A community gathering space;
  - Parking and support facilities;
  - Terms permitting subleasing for public benefit uses.

The new lease establishes one milestone, to complete construction within seven years, with the possibility of limited extensions due to force majeure. The YMCA will be solely responsible for funding, constructing, and maintaining the facility. Operations must be consistent with the public purpose required under Section 8.13 of the City Charter.

The proposed facility will enhance public access to recreational and wellness services, support youth programming, and promote broader community engagement. As part of the lease agreement, Fort Lauderdale residents will receive a 10% discount on all YMCA membership categories for the full term of the lease.

The 2025 membership rates for the planned Holiday Park YMCA are provided in the attached schedule and include the following monthly fees with the 10% resident discount applied:

- Household: \$94.50 (standard rate: \$105.00)
- Couple: \$78.30 (standard rate: \$87.00)
- Adult: \$58.50 (standard rate: \$65.00)
- Senior: \$49.50 (standard rate: \$55.00)
- Teen: \$45.00 (standard rate: \$50.00)

While these rates are based on 2025 pricing and may be adjusted when the facility opens in 2027, the 10% resident discount will remain in effect for the entire fifty-year lease term. This commitment ensures sustained affordability and access for City residents throughout the life of the agreement.

### **Resource Impact**

There is no direct fiscal impact to the City. The YMCA will bear all costs for development, construction, and maintenance. The City will continue to own the underlying land.

### **Strategic Connections**

This item is a *Press Play Fort Lauderdale Strategic Plan 2024* initiative, specifically advancing:

- Internal Support Focus Area
- Goal 8: Building a leading government organization that manages all resources wisely and sustainably.
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning



This item advances the *Fast Forward Fort Lauderdale Vision Plan 2035: We are Here*.

**Related CAM(s)**

25-0448

25-0499

25-0500

25-0501

25-0502

**Attachments**

Exhibit 1 – YMCA Lease

Exhibit 2 – YMCA and Broward Health Sublease

Exhibit 3 – Lease Boundary

Exhibit 4 – Resolution

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Prepared by: Angela Salmon, City Manager's Office

Charter Officer: Rickelle Williams, City Manager

This instrument prepared by:  
Record and return to:  
**Lynn Solomon, Esq.,**  
**Asst. City Attorney**  
**City of Fort Lauderdale**  
**1 East Broward Blvd., Suite 1320**  
**Fort Lauderdale, FL 33301**

### TERMINATION OF LEASE

THIS TERMINATION OF LEASE is filed by the **CITY OF FORT LAUDERDALE**, a Florida municipal corporation, having an address of 101 NE Third Avenue, Suite 2100, Fort Lauderdale, FL 33301 (the "Lessor").

### WITNESSETH:

**WHEREAS**, Lessor acquired the real property described in Exhibit "A" attached hereto in 1965;  
and

**WHEREAS**, the lease recorded in Official Records Book 1206, Page 324 of the Public Records of Broward County, Florida (the "Lease") purportedly encumbers the real property described in Exhibit A;  
and

**WHEREAS**, to the best of Lessor's knowledge, this Lease is no longer valid and enforceable and the tenants no longer have an interest in the Property.

Now therefore in consideration of the foregoing, the Lessor hereby declares:

1. **TERMINATION OF LEASE.** The sole purpose of this instrument is to provide notice of Termination of said Lease and its terms, covenants, agreements and conditions.

IN WITNESS WHEREOF, as of the date set forth below, Lessor has executed this Termination of Lease.

WITNESSES:

Ashley K. Dixon

Ashley K. Dixon  
Witness Print Name

101 NE 3rd Ave, Ste. 2100  
Fort Lauderdale, FL.  
33301  
(Address)

Jordan Wingard

Jordan Wingard  
Witness Print Name

101 NE 3rd Ave Ste. 2100  
Fort Lauderdale, FL  
33301  
(Address)

**"LESSOR"**

**CITY OF FORT LAUDERDALE,**  
a Florida municipal corporation

By: Rickelle Williams  
**Rickelle Williams,**  
City Manager

Date: 6/26/25

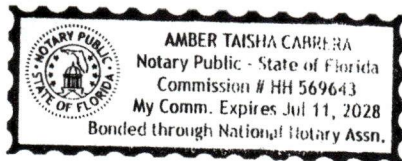
APPROVED AS TO FORM AND  
CORRECTNESS:  
D'Wayne M. Spence, Interim City Attorney

Lynn Solomon  
Lynn Solomon, Assistant City Attorney


STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of June, 2025, by **Rickelle Williams**, City Manager of the City of Fort Lauderdale, a Florida municipal corporation. She is ☒ personally known to me or ☐ produced as identification.

(SEAL)



NOTARY PUBLIC

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

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number



Exhibit "A"  
Legal Description

Lots 5, 6 and 7, Block 251, Progresso, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, and now lying in Broward County, Florida.

REC 1206 324

58- 36635

LEASE

THIS INDENTURE OF LEASE, made and entered into at Fort Lauderdale, Florida, this 12 day of April, A. D. 1958, by and between ALVY SMITH and RUBY C. SMITH, his wife, hereinafter referred to as Lessors, and LAUDERDALE SHOPPING CENTER, INC., a Florida corporation, hereinafter referred to as Lessee;

WITNESSETH:

That in consideration of the covenants and agreements hereinafter mentioned, and to be performed by the respective parties hereto, and the payment of the rental hereinafter designated to be paid by the Lessee, in accordance with the provisions of this Lease, the Lessors have leased, rented, let and demises, and by these presents do lease, rent, let and demise unto the said Lessee, its successors and assigns, the following described real property, situate, lying and being in Broward County, Florida, to wit:

Tract "B" of a Resubdivision of a portion of Blocks 217 and 218 of Progresso, being in Section 2, Township 20 South, Range 42 East, according to the Plat thereof recorded in Plat Book 12, page 12, of the Public Records of Broward County, Florida;

ALSO, Lots 1 through 7, inclusive, of Block 211, Progresso, according to the Plat thereof recorded in Plat Book 2, page 1, of the Public Records of Broward County, Florida.

SUBJECT TO:

1. Conditions, covenants, restrictions and limitations, if any, now of record.
2. Present and future zoning laws, ordinances, resolutions and regulations of the County of Broward, Florida, and all present and future ordinances, laws, regulations and orders of all boards, bureaus or sovereigns, now or hereafter having or acquiring jurisdiction of the demised premises and the use and improvement thereof.
3. Any and all building restrictions now or hereafter in force.
4. Any state of facts an accurate survey may show.

TO HAVE AND TO HOLD the above described premises, together with

2150

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all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise incident or appertaining, together with the rents, issues and profits thereof (save and except the rents and other amounts due the Lessors by the Lessee herein) unto the said Lessee for a term of ninety-nine (99) years.

The terms, conditions and covenants of this Lease are as follows:

1. TERM: This Lease shall begin at 12:00 o'clock noon on January 1st, A. D. 1958, and continue for ninety-nine (99) years thereafter, unless sooner terminated as herein provided.

2. POSSESSION: Possession of the leased premises has been delivered to the Lessee on the execution of this Lease.

3. TITLE AND SURVEY: (a). The Lessors covenant that they have lawful title to said premises, free and clear of all liens, mortgages, and encumbrances, and have full authority to make this Lease on the terms herein set forth. Lessors have furnished to the Lessee an Abstract of Title covering leased premises, continued to a date subsequent to the 19th day of February, A. D. 1958. Lessee has made such examination of said Abstract as it desires and will accept the title to the premises in its present condition.

(b). Lessee will, at its own expense, procure a survey of the leased premises, if it desires such survey.

4. RENTAL: The Lessee hereby covenants with the Lessors that it will pay to the Lessors at such place as the Lessors may, from time to time designate, in writing, the following sum of money as rent for the use of the leased premises, to wit:

(a). The minimum basic rental for the first fifteen (15) years of this Lease shall be at the rate of SIXTEEN THOUSAND, FIVE HUNDRED DOLLARS (\$16,500.00) per year, payable annually, the first of such annual payments being due on January 1st, 1959.



(L) The parties hereto agree that subject to the minimum basic rent as herein provided, such rentals shall be increased or decreased at five (5) year intervals if the Consumers' Price Index (revised, January, 1953), United States City Average All Times and Commodity Groups, issued by the Bureau of Labor Statistics of the United States Department of Labor, hereinafter referred to as "The Index", is higher at such intervals than the agreed Basic Standard Index hereinafter adopted. The average of the aforesaid Index for the month of November, 1957, was 121.6 and that figure is hereby adopted as the Basic Standard Index, as that term is herein used. The average of such Index for the same month of each year in which an adjustment is to be made shall be the new Index figure. The first adjustment is to be made to cover the five year period commencing January 1, 1973 and adjustments shall thereafter be made at five year intervals, each adjustment to be effective for the ensuing period. The adjustment shall be made and the rent for the ensuing period shall be arrived at by multiplying the basic rental by a fraction, the numerator of which shall be the new Index figure and the denominator of which shall be the above standard Index. For example, assuming that the average of the Index for the month of November 1, 1973, should be 243.2. The new rental for the five year period beginning January 1, 1973, would be \$31,000.00, arrived at by multiplying \$16,500.00 by a fraction, the numerator of which would be 243.2 (the new Index figure) and the denominator of which would be 121.6 (the Agreed Basic Standard Index figure).

It is understood that the above Index is now being published monthly by the Bureau of Labor Statistics of the United States Department of Labor. Should it be published at other intervals, the new Index or Indices published by said Bureau most closely approximating the period of the month of November preceding the year in which the adjustment is made. Should said Bureau of Labor Statistics change the manner of

the above manner. The selection of an Index by such arbitrators in  
and approved Index shall be selected by three arbitrators chosen in  
by the parties hereto, or failing such agreement, a generally accepted  
fluctuation in the purchasing power of the dollar shall be agreed upon  
generally accepted and approved as an Index reflecting the contemplated  
by a Governmental Agency, then an Index prepared by a private agency  
purchasing power of the dollar. Should there be no such publication  
approved as an Index reflecting the contemplated fluctuation in the  
Agency or one published by a private agency and generally accepted and  
first contemplated, which new Index may be one published by a Governmental  
of a new Index approximating as nearly as can be the Index heretofore  
the Lessee, and one by the two arbitrators so chosen, the selection  
to arbitrators, one of which shall be chosen by the Lessor, one by  
factor, or such new Index, then the parties hereto agree to submit  
and in the event agreement cannot be reached as to such conversion  
the parties shall agree upon a conversion factor or a new Index.  
Governmental Agency will not furnish such conversion factor, then  
by the Governmental Agency publishing the adopted Index. If such  
the application of an appropriate conversion factor to be furnished  
shall govern and be substituted as the Index to be used, subject to  
most nearly approximates the Index heretofore used, as may be published by another United States Governmental Agency as  
Index approximating the Index herein contemplated, then such Index  
provided for. Should said Bureau discontinue the publication of an  
said discontinued Index shall be used in making the adjustments herein  
other Index as may be published by such Bureau most nearly approximating  
Index be discontinued by said Bureau of Labor Statistics, then such  
the basis of each conversion factor. Should the publication of said  
previously in use, and adjustment to the new Index shall be made on  
conversion factor designed to adjust the new Index to the ones  
computing such Index, the Bureau shall be requested to furnish a

REC-1206-327

OFF 1206 328

either of the above events shall be binding upon the parties hereto.

In the event of any controversy arising as to the proper adjustment for rental payments, as herein provided, Lessee shall continue paying the rental under the last preceding rental adjustment, as herein provided, until such time as said controversy has been settled, at which time an adjustment will be made retroactive to the beginning of the adjustment period in which the controversy arose.

(c) It is understood and agreed, however, between Lessors and Lessee that in no event shall the rent in any one year be less than the minimum basic rental of Sixteen Thousand Five Hundred Dollars (\$16,500.00).

(d) Upon the execution hereof the Lessee has paid to the Lessors the sum of Sixteen Thousand Five Hundred Dollars (\$16,500.00) as a security deposit for the faithful performance of the terms and conditions of this Lease, the receipt whereof is hereby acknowledged. It is understood and agreed, however, between the parties that upon the Lessee's completion of all of the initial improvements contemplated hereunder, all costs of said construction having been paid in full, the Lessors will return to the Lessee the Sixteen Thousand Five Hundred Dollars (\$16,500.00) security deposit. If the Lessee should fail to complete all of the contemplated construction provided for herein, then in that event, said Sixteen Thousand Five Hundred Dollars (\$16,500.00) shall be retained by the Lessors as liquidated damages.

(e) Notwithstanding that this Lease is dated as of January 1st, A.D. 1958, the Lessors, however, do hereby grant and give unto Lessee a waiver of rent due during the first eight (8) months hereof, the Lessee paying to Lessors on September 1st, 1958 the sum of Fifty-five Hundred Dollars (\$5500.00) representing the rent due from September 1st, 1958, through December 31st, 1958. Thereafter, the full yearly rental will be due on the first day of January commencing January 1st, A.D. 1959.

(f) Extensions, indulgences or changes by the Lessors in the mode or time of payment of rent upon any occasion shall not be



construed as any continuing waiver or change or as a waiver of the provisions of this Section or as requiring any similar change or indulgence by the Lessors upon any subsequent occasion.

(g). It is the purpose and intent of the Lessors and Lessee that the rent hereinabove provided to be paid to the Lessors by the Lessee, be absolutely net to Lessors, so that this Lease shall, except as hereinafter specifically provided to the contrary, yield net to Lessors the rent as herein provided to be paid in each year during the term of this Lease, and that all costs, expenses and obligations of every kind or nature whatsoever relating to the demised premises, or any improvements thereon, which may arise or become due during the term of this Lease, shall be paid by the Lessee, and that the Lessors shall be indemnified and saved harmless by the Lessee from and against the same. Nothing herein contained shall be deemed to require the Lessee to pay or discharge any liens or mortgages of any character whatsoever, which are not or which may be hereafter placed upon the demised premises by affirmative act of the Lessors.

NEW CONSTRUCTION BY LESSEE: A. Provided the Lessee is not then in default under any of the terms, covenants, conditions and provisions of this Lease, Lessee shall have the right, at its sole cost and expense, to erect a new building or buildings or improvements on any part of the demised premises, subject, however, to the following conditions precedent, all of which must be complied with by Lessee prior to the commencement of construction:

(1). That the plans and specifications for the building or buildings must comply fully with all relevant rules, laws, regulations, orders, ordinances and requirements of all governmental agencies, departments, commissions, boards and offices having jurisdiction thereof;

(2). That the building or buildings must be constructed and paid for wholly at the expense of the Lessee;

(3). That the plans and specifications for the building or

Buildings must be prepared by a qualified architect, licensed to practice as such, and who actually practices as such within the State of Florida.

B. Prior to the commencement of the construction of any building or buildings, as aforesaid, the Lessee must:

(1). Deliver to Lessors, after same have been filed and finally approved in all respects by all applicable governmental agencies having jurisdiction thereof, a complete set of the plans and specifications pursuant to which it is proposed to construct the building or buildings; and

(2). Deliver to the Lessors evidence of the cost of constructing the proposed building or buildings, which cost shall be evidenced either through a bona fide bid of a general or prime contractor to whom it is proposed to award the job, and the said contractor has entered into a contract with the Lessee in the amount specified for such construction, and such contractor has delivered to Lessee and Lessors an unqualified and unconditional completion bond of a surety company authorized to and actually conducting business in the State of Florida, which bond shall be in an amount not less than one hundred percent (100%) of the actual cost of construction as aforesaid, and of the labor and materials needed to complete the new building or buildings, which bond shall be conditioned upon the completion of the entire building or buildings as well as the furnishing of materials and labor necessary to complete the same. Said bond shall designate the Lessors as obligees thereunder, in addition to the Lessee, all as their interests may appear.

(3). Create an escrow building fund into which there must be paid by Lessee the full cost of construction (as hereinafter defined) of the building or buildings to be erected, which fund may consist in part of the face amount of a temporary building loan made by an institutional lender, obtained by the Lessee.

C. The escrow building fund to be created pursuant to sub-section (3) above shall be created with any bank, trust company or

federal savings and loan association as the Escrow Agent. If in connection with the creation of such fund, part of the fund consists of the proceeds of any temporary building loan made by an institutional lender, then such institutional lender shall have the privilege of designating the Escrow Agent, who will thereupon be the Disbursing Agent of the fund; and so long as the Disbursing Agent assumes the responsibility for the administration of the fund, then such Disbursing Agent so designated by the institutional lender may hold and disburse the fund, without the necessity of disbursement instructions from the Lessors or the Lessee.

D. Within ten (10) days from the date that the Lessee delivers unto the Lessors evidence of the cost of construction of a building or buildings, the Lessors shall either notify the Lessee in writing that estimated cost as submitted by the Lessee has been accepted by the Lessors, or notify the Lessee in writing within said ten (10) days period in what particulars the cost of construction does not meet with Lessors' approval, and if the difference in the estimate of cost, as submitted by Lessee and as contended by Lessors cannot be resolved by them, then, immediately the dispute shall be submitted to a reputable contractor doing business in Broward County, Florida, for his decision, and when such decision is made in writing, it shall be binding upon the parties hereto with the same force and effect as though it were a decree of a court of competent jurisdiction. The cost involved for the arbitration shall be borne equally by the Lessors and Lessee. If the parties are not able to agree upon a contractor to whom the dispute shall be submitted, within three (3) days after the dispute arises, then such a contractor shall be selected by whomever is the then President of the Fort Lauderdale Builders Exchange. If Lessors, after receiving notice from Lessee as to the Lessee's cost of construction, fail to notify the Lessee of the approval or disapproval thereof within the ten (10) day period, it shall be deemed conclusive that Lessors have approved the cost as submitted to them by Lessee.



then the same shall be determined by Lessee's contractor, the Escrow  
disbursement as to what constitutes sufficient funds for completion  
the construction of the building or buildings. In the event of a  
undisbursed portion of the fund is sufficient for the completion of  
the written demand of the Lessor, to the end that at all times the  
shall be paid by the Lessee into the building fund immediately upon  
to pay for the completion of the job, the amount of any such deficit

any time when the undisbursed balance of the building fund is insufficient  
have the right to examine the records of the disbursing agent. At  
completion of any building or buildings. Lessor shall at all times  
are either. The fund shall be disbursed in such manner as to assure  
sub-contractor, architect or laborers on the job as the payments  
entitled to secure disbursements from the fund to the contractor.  
doing business in Broward County, Florida. The Lessee shall be  
Agent and Lessor agree to accept as such agent any lending institution  
shall be held in escrow by a mutually agreed upon Escrow Disbursing  
such institutional lender, be the sole disbursing agent. The fund  
lender (in which event the institutional lender may, at the option of  
the proceeds of a (mortgage) building mortgage made by an institutional  
Excepting where as hereinafter set forth the building fund includes  
of the building fund, the parties covenant and agree as follows:

completed (with) and with reference to the building fund and disbursement  
conditions precedent to the commencement of construction have been  
work of construction by the Lessee may commence (provided all other  
and completed pursuant to sub-section (3) of Paragraph A, then the  
F. After the building escrow fund shall have been created

of furniture and furnishings.  
used herein shall not include finance costs, landscaping or cost  
treated as real property, the said term "cost of construction" as  
attached or are customarily considered appurtenant thereto and thereby  
all of the parts thereof which, by their nature, immediately become  
means the total bona fide cost of construction of the building and  
The "cost of construction" as the term is used herein

Agent, and a qualified licensed contractor selected by Lessors.

In the event that Lessee shall commence construction of any building or buildings and shall thereafter abandon such construction or shall fail to proceed with reasonable diligence with the completion of same, then the Escrow Disbursing Agent, upon demand made upon it in writing by the Lessors, shall make all moneys in said fund available to Lessors for the purpose of completing any construction which shall have been commenced, and for no other purpose, it being the intention of the parties that the Building escrow fund shall in all respects be deemed to be a trust fund for the completion of any construction that has been commenced.

Simultaneously with final payment of each sub-portion of the job, the Lessee must procure and deliver to Lessors a duplicate original or the original of the final waiver acknowledging payment in full and waiving any lien which might otherwise have existed against the job, to the end that when payments shall have been completed, Lessors may be in possession of evidence that there are no claims or potential liens or claims outstanding.

G. Any new building or buildings or improvements which shall be erected by Lessee under the within master Lease shall immediately become and be a part of the premises demised hereunder and be the exclusive property of Lessors, and Lessee shall have no right to compensation or allowance or set-off for the whole of any said building or buildings or any part or parts thereof.

6. LESSORS' JOINDER IN MORTGAGE (SUBORDINATION PRIVILEGE):

A. Provided Lessee is not then in default of any of the terms, conditions, provisions or covenants of this Lease, Lessee shall have the right, in conjunction with the construction of any building or buildings pursuant to the provisions of Paragraph 5 hereof, to require the Lessors to join with the Lessee in the execution of either or both of the two following mortgages:

(1). A "temporary construction mortgage".

The "temporary construction mortgage" as said



term is herein used shall be a mortgage which Lessee obtains in order to provide funds to be and become a part of the building escrow fund and to be used in conjunction with the making of payments for the work as it progresses;

-38-

(2). A "permanent mortgage".

In order to require Lessor to join in the execution of the temporary construction mortgage, Lessee must comply with the following conditions precedent:

(a). Notice of such requirement must be made in writing by the Lessee to the Lessors before any work of construction is to commence; and

(b). The proceeds of the temporary construction mortgage, by the terms of said mortgage, shall be paid into the escrow building fund, as above provided; and

(c). The total funds necessary to be deposited in the escrow building fund in order to complete the escrow building fund is in fact deposited in said fund simultaneously with the creation of a temporary construction mortgage; and

(d). Lessee shall have first procured a commitment from an institutional lender to make a permanent mortgage.

(e). The maturity of the temporary construction mortgage is such that it is sufficiently remote to permit time for the completion of the construction and the closing of the permanent mortgage, and its maturity and terms are such that it may be paid off and retired out of the proceeds of the closing of the permanent mortgage.

(f). The commitment to make the permanent mortgage itself permits a sufficient length of time before the time when the commitment obligates the Lessee to close the loan, or else lose the commitment, to accomplish the completion of the construction work.

B. The "permanent mortgage" is the mortgage which will accomplish Lessee's permanent financing, as distinct from the "temporary construction mortgage"; and, in order to require the Lessors to join

in the execution of the permanent mortgage the Lessee must comply with the following requirements with reference to such permanent mortgage, to wit:

(1). The lender mortgagee must be an institutional lender; and the term "institutional lender" means a bank, trust company, a life insurance company, or a federal savings and loan association.

(2). The said permanent mortgage shall be in an amount not exceeding sixty percent (60%) of the appraised value of the land and improvements to be located thereon, and shall not take into consideration the cost of landscaping or any personal property that might be placed on the premises.

(3). Said indebtedness shall be payable on an amortized basis, requiring at least annual or semi-annual payments extending over a period of at least ten (10) years and not more than eighteen (18) years, and the interest rate shall not exceed seven percent (7%) per annum.

C. The temporary construction mortgage and the permanent mortgage shall contain a provision that the mortgagee covenants and agrees that the joinder by the Lessors in the mortgage is solely for the purpose of creating a mortgage lien against that portion of the demised premises upon which the building or buildings are to be constructed pursuant to the terms hereof, and that no personal liability shall ever attach to or personal judgment be sought against Lessors by reason of Lessors' joinder in the mortgage; and therefore, the Lessors need not join in the note or bond which the mortgage secures.

D. The said mortgages shall also contain adequate provisions to the effect that the mortgagee prior to declaring any default under the terms of said mortgage, shall give the Lessors at least twenty (20) days' notice of the said default and within the said twenty (20) days period the Lessors shall have the right, but not the obligation, to remedy any such default to the same extent and with the same effect as though performed by Lessee, and to take such action and to make any

payment as may be necessary or appropriate to remedy any such default, it being the intention that the mortgagee shall not take any action permitted to it under the terms of said mortgage without first affording the Lessors the rights and notices with respect to any such default.

E. In the event Lessee should fail to comply with and perform all of the terms, covenants and conditions of the temporary and/or permanent mortgage which Lessors are required to execute, in accordance with the provisions of this Paragraph C, and such failure should constitute a default in said mortgage, then in that event the same shall forthwith constitute a default of this Lease; and Lessors shall have the right to take steps to cure such default and shall have the right to forthwith declare a forfeiture in this Lease.

F. The requirement that Lessors execute a temporary and/or a permanent mortgage as hereinabove provided shall be applicable only to the one temporary building loan necessary to finance construction and the one permanent mortgage loan the commitment for which is necessary to obtain the temporary building loan. It is specifically understood and agreed that the requirement of Lessors to execute the one temporary and/or one permanent mortgage loan as in this Paragraph provided shall not apply to any further mortgages, and shall not apply to any extensions, renewals, replacements or substitutions of the temporary and/or permanent mortgage which has been executed by Lessors in accordance with this Paragraph B.

G. It is specifically understood and agreed between Lessors and Lessee that if, at some future time, interest rates should decrease to such an extent that Lessee deems it necessary or advisable to refinance the indebtedness on the lands and improvements at a reduced rate of interest, Lessee shall have the right to refinance at such reduced rate, provided, however, such refinancing does not extend the terms of the indebtedness nor increase the remaining unpaid balance.

7. INSURANCE: Lessee agrees to maintain at its cost at all times during the term of this lease fire and extended coverage insurance

in at least eighty percent (80%) of the insurable value of the improvements. Such policies shall be so drawn and will contain such provisions as will protect both Lessors and Lessee, as their respective interests appear. Such policies, copies of certificates thereof, shall be delivered to Lessors herein and will be renewed from time to time by Lessee, so that at all times the insurance protection herein provided for shall continuously exist. In the event of loss, the proceeds collected from such insurance shall be paid over to a bank in Broward County, Florida, selected by Lessors, as Trustee, or to such other Trustee as Lessors and Lessee may from time to time designate in writing, it being understood, however, that all amounts collected on any such policies shall be available to Lessors and Lessee for the reconstruction or repair, as the case may be, of any such building or improvements damaged or destroyed, and shall be paid out by said Trustee from time to time as the work of reconstruction or repair shall progress, on bona fide architect's certificates, showing application of the amount paid to such repair or reconstruction; provided, that it be first made to appear to the satisfaction of the Trustee that any amount necessary for the reconstruction or repair of any of the buildings or improvements so damaged or destroyed, which may be in excess of the amount received upon such policies of insurance, has been provided by the Lessee for such purposes and its application to such purposes assured. In the event there shall be at any time any excess remaining with the Trustee from the proceeds of such insurance policies, after the repair or reconstruction of any such building or improvements, to a condition equal in cubic foot content and of equal or better value to the former condition thereof, then, if there at that time be no default on the part of the Lessee in the performance of the covenants and conditions hereof, any such amount so held by the Trustee shall be paid by it to the Lessee. It is understood that the hazard insurance policy required herein shall, during such time as the interest of the Lessors in the leased premises is subordinated to any institutional loan,



RE 1206 mg 338

contain a provision making any loss payable to such institutional mortgagee for use in reconstruction of the damaged or destroyed improvements and, notwithstanding anything in this Lease to the contrary, said clause making loss payable to such mortgagee shall be respected by the parties hereto, provided that such institutional mortgagee shall be required to apply such payments for loss to reconstruction of any damaged or destroyed capital improvements. Should the Lessee fail to enter upon the reconstruction or repair of such building or improvements within one hundred forty-five (145) days after such damage or destruction, there being no governmental restrictions to prevent such reconstruction or repair, or should Lessee not diligently and continuously prosecute the same to completion within a reasonable time after the damage or loss occurs, giving due consideration to all governmental restrictions and the availability of labor and materials, then the amount of insurance so collected, or any portions thereof remaining in the hands of the Trustee, as aforesaid, shall be retained by the Trustee as security to the Lessors for the continued performance and observance by the Lessee of the covenants and conditions herein contained; and it shall be at the option of the Lessors in such case to terminate this Lease and to demand and receive from the Trustee all moneys collected by the Trustee as aforesaid and retain the same as liquidated damages resulting to Lessors from the failure of the Lessee properly and within a reasonable time to complete such work of reconstruction or repair. Lessee will also maintain in the same manner, at its cost, during the term of this Lease, Owners', Landlords', and Tenants' Public Liability and elevator and escalator insurance (if any elevator or escalator is in use), with coverage for one person of not less than Two Hundred Thousand Dollars (\$200,000.00), and with coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) for more than one person.

In the event of failure on the part of Lessee to provide or obtain any insurance coverage required hereunder, Lessors shall have the right (but not the obligation) to obtain insurance in



1266-339

accordance with requirements of this paragraph, in which event all sums paid by Lessors by way of premium payments or otherwise in connection with the said insurance shall be additional rent and shall become due and payable immediately upon demand by the Lessors; and all such payments made by the Lessors for such insurance premium shall bear interest at the rate of six percent (6%) per annum from date of payment until repaid by Lessee.

8. MAINTENANCE AND REPAIRS: The Lessee agrees and covenants that it will at its own expense keep and maintain the buildings, fixtures and improvements which may at any time be situated on said premises during the term of this lease, and all appurtenances thereunto belonging or in anywise appertaining, including all fire escapes, paved parking areas, sidewalks, steps, including both the interior and exterior of the building, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain such premises and improvements thereon, as well as the sidewalks in front of and around such building, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state, and city governments having jurisdiction thereof, and the statutes and laws of the State of Florida, and of the United States and of any lawful authority applicable to and affecting the same, and will protect and indemnify forever, save and keep harmless, the Lessors from and against any loss, costs, damages, and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations in this lease contained, or occasioned by or arising out of any accident or injury or damage to any person whomever or whatsoever happening, or done in or about or upon the said premises, or due directly or indirectly to the construction, tenancy, use or occupation of said premises, or upon the sidewalks adjoining the same by the Lessee or any person or persons occupying, holding or claiming by, through or under it.

9. TAXES: During the term of this lease, except as hereinafter provided, all taxes on real property and improvements

thereon, special improvement liens and special assessment liens levied against the property, taxes on all tangible personal property of Lessee situated on the leased premises, and documentary revenue stamps, if any are required to be affixed to this instrument, shall be paid by Lessee. Taxes for the year 1957 and prior years have been paid by the Lessors or their predecessors in title. Taxes for the year 1958 and subsequent years during the term of this Lease shall be paid by Lessee.

All taxes required to be paid by the Lessee hereunder shall be paid at least before the same become delinquent and Lessee shall immediately thereupon deliver to Lessors official receipts showing payment of said taxes. In the event Lessee shall in good faith desire to contest the validity of any such taxes, assessments or other charges, it shall have the right to do so, provided it shall, if taxes become delinquent thereby, give to Lessors a bond executed by a surety company authorized to do business in Florida, in twice the amount involved, conditioned upon the payment of such taxes, assessments or charges in case the Lessee is defeated in such contest, or it shall deposit with Lessors a sum of money equal to one hundred twenty percent (120%) of the amount of such taxes, assessments or charges. However, in the event of such contest, no sale of the property for such taxes, assessments or charges shall ever be permitted to take place.

10. UTILITY CHARGES: The Lessee agrees and covenants to pay all utility charges, including but not limited to, water, gas and electricity used on or about the said premises, and to pay the same monthly or as they shall become due.

11. COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES: The Lessee covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over said property, in order to comply with sanitary requirements, fire hazard requirements, zoning requirements,

SE 1206 - 341

setback requirements, and other similar requirements designed to protect the public.

12. LAWFUL USE OF PREMISES: Lessee further covenants and agrees that said premises and all buildings and improvements thereon, during the term of this Lease, shall be used only and exclusively for lawful purposes and that said Lessee will not use or suffer anyone to use said premises or buildings for any purposes in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of the City of Fort Lauderdale, Florida. Said Lessee covenants and agrees to save Lessors harmless from every such violation.

13. INSPECTION OF PREMISES: The Lessee agrees and covenants that the Lessors, or their agents, at all reasonable times and during all reasonable hours, shall have free access to said leased premises and to any building or structure that may at any time be thereupon, or any part thereof, for the purpose of examining or inspecting the condition of the same, or of exercising any right or power reserved to the Lessors under the terms and provisions of this Indenture.

14. LIENS CREATED BY LESSEE: The Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Lessors in and to the land covered by this Lease, and that no person shall ever be entitled to any lien, directly or indirectly derived through or under it, or its agents or servants, or on account of any act or omission of said Lessee, which lien shall be superior to the interest in this Lease reserved to the Lessors upon the leased premises. All persons contracting with said Lessee, or furnishing materials or labor to said Lessee or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall discharge the same by paying the same, or by the filing of a bond, or otherwise as permitted by law.

The Lessee shall have the right to mortgage or otherwise encumber its leasehold interest in the premises. Any mortgage executed by the Lessee covering the leased premises shall in no way affect the Lessors' interest in and to said property, and the same shall be junior and inferior to the interest of the Lessors therein, unless Lessors shall execute an instrument subordinating their interest in and to said property to such mortgage executed by the Lessee, as provided for in paragraph 6 hereof, and shall cause such subordination instrument to be filed of record. Lessors will not join as makers of the note or notes secured by such mortgage. It is understood and agreed by and between the parties that the Lessors are under no obligation or in any way bound to subordinate their interest in and to said lease.

15. INDEMNIFICATION AGAINST CLAIMS: Lessee shall indemnify and save harmless the said Lessors from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease, for any personal injury, loss of life and/or damage to property, sustained in or about the demised premises, or the buildings and improvements thereof, or the appurtenances thereto, or upon the adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

16. INDEMNIFICATION AGAINST COSTS AND CHARGES: In the event of litigation between the Lessors and Lessee arising in any manner from the breach or alleged breach of any of the several agreements, conditions, and covenants contained herein, it is agreed and understood that the prevailing party in such litigation shall be entitled to all expenses and costs of litigation, including a reasonable attorneys' fee from the party not prevailing, provided, however, that if there be any question as to

which is the prevailing party, a court of competent jurisdiction shall be deemed the competent authority to determine to whom and

in what amounts the costs and attorneys' fees shall be awarded.

Any sums due the Lessors under the terms and provisions of this paragraph shall constitute a lien against the interest of the Lessee in the premises and its property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien

upon said premises and property, and any sums due the Lessee hereunder shall constitute a lien against the interest of the Lessors in the leased premises.

17. ACCEPTANCE OF PREMISES: It is further covenanted and agreed

that the Lessee in acquiring this Lease has done so as a result of a personal inspection of the premises, and that no oral representations of any kind or nature whatsoever have been made by Lessors, and that only the terms of this Lease are to be binding upon the Lessors and the Lessee.

18. ASSIGNMENT OF LESSEE'S INTEREST: Upon the Lessee's

completing all of the initial improvements provided for herein, all costs of such improvements having been fully paid for, and no liens or encumbrances existing against the property other than such institutional loan as may have been secured by the Lessee in accordance with Paragraph 6 hereof, the Lessee's interest in this Lease shall be freely assignable and transferrable, provided at the time of any such transfer and assignment, and as often as the same may be made, this Lease is in good standing, and provided further that said assignment is evidenced by an instrument

in writing which, among other things, shall provide that the assignee shall expressly accept and agree to be bound by all the terms and covenants in this Lease Agreement contained to be kept and performed by Lessee. Such instrument shall be duly executed and acknowledged by both assignor and assignee and duly recorded in the Office of the Clerk of the Circuit Court of Broward County, Florida, and a

1206 344

duplicate executed original of said instrument of assignment shall immediately be forwarded to Lessors by Registered Mail.

In the event that this Lease is terminated by reason of default, it is distinctly understood and agreed that the interests of all persons, individuals or corporate, claiming or to claim by, through, or under Lessee herein, however such interest may have been acquired, shall simultaneously terminate with such termination of the Lease and all such persons, if any, in possession of the leased property, or any portion thereof, shall upon demand of Lessors immediately surrender possession to Lessors.

19. BANKRUPTCY OF LESSEE OR ASSIGNEE: Should the Lessee, or any assignee, at any time during the term of this Lease, file a voluntary petition in bankruptcy or be adjudicated a bankrupt on involuntary petition, or institute an arrangement proceeding under Chapter XI of the Chandler Act, or subsequent similar Act of Congress, or make any assignment for the benefit of its creditors, or should a receiver or trustee be appointed for the Lessee's property, because of Lessee's insolvency, then, in such event, and upon the happening of either or any of said events, the Lessors shall have the right, at their option, to consider the same a material default on the part of the Lessee of the terms and provisions hereof, and, in the event of such default not being cured by the Lessee within a period of sixty (60) days from the date of the giving of written notice by the Lessors to the Lessee of the existence of such default, the Lessors shall have the option of declaring this Lease terminated and the interest of the Lessee forfeited, or the Lessors may exercise any other options herein conferred upon them. The pendency of bankruptcy proceedings, or arrangement proceedings, to which the Lessee shall be a party shall not preclude the Lessors from exercising the option herein conferred upon them. In the event the Lessee, or the trustee or receiver of the Lessee's property, shall seek an injunction against the Lessors' exercise of the option herein conferred, such action on the part of the Lessee, its trustee or



receiver, shall automatically terminate the Lease. Upon the termination of the Lease at the Lessors' option and/or as herein otherwise provided, it shall become the mandatory duty of the court, as a matter of law, to require and direct the redelivery to the Lessors of the entire leased premises and all of the Lessee's property thereon situated in a summary proceeding, upon mere motion or petition of the Lessors.

It is distinctly and expressly agreed, however, that Lessors shall have no right to terminate this Lease under the foregoing provisions of this paragraph so long as the rental due them is promptly paid, and all other provisions of this Lease are fully complied with.

In the event the Lessee shall not be in default in the performance of the terms and provisions of this Lease, the initiation by Lessee of reorganization proceedings under Chapter X of the Chandler Act, predicated upon a plan founded in good faith and equity, shall not be deemed a violation of the provisions of this Section; provided, however, in no event shall reorganization plan entail or include a change of any of the provisions hereof, and provided further that during the pendency of said proceedings the provisions of this Lease shall be punctually and completely performed.

20. FORFEITURE: If the Lessee shall fail to keep and perform any of the covenants, conditions and agreements herein provided to be performed by said Lessee, and such default shall continue for a period of forty-five (45) days from the date of Lessors' notice of the existence of such breach, the Lessors shall have the right to treat such default as intentional, inexcusable and material, and thereupon the Lessors may, at their option declare this Lease ended and without force and effect, unless such default within such period has been removed. Thereupon, the Lessors are authorized to re-enter and repossess the leased premises and the buildings, improvements and

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personal property of Lessee thereon, either with or without legal process, and the Lessee does, in such event hereby waive any demand for possession of said property, and agrees to surrender and deliver up immediately said premises and property with all improvements peaceably to said Lessors. In the event of such forfeiture, the Lessee shall have no claim whatsoever against the Lessors by reason of improvements made upon the premises, rents paid, or from any other cause whatsoever. In the event of such forfeiture, the title and rights of possession to all personal property of the Lessee usually situated on the leased premises shall automatically vest in the Lessors, free and clear of any right or interest therein by the Lessee. The provisions of this paragraph shall not be construed so as to divest the Lessors, in the event of such default, of any legal right and remedy which they may have by statutory or common law, enforceable at law, or in equity, it being intended that the provisions of this paragraph shall afford to the Lessors a cumulative remedy in addition to such other remedy or remedies as the law affords a lessor when the terms of a lease have been broken by the lessee; provided, however, that irrespective of the remedy sought by Lessors the notice periods herein provided for shall be observed.

In the event of the Lessee's breach of any of the provisions of this Lease, the Lessors shall thereupon have a lien upon all revenues, income, rents, earnings and profits from the leased premises as additional security to the Lessors for the Lessee's faithful performance of each of the terms and provisions hereof. Such liens shall be superior in dignity to the rights of the Lessee, and any of its creditors or assignees or any trustee or receiver appointed for the Lessee's property, or of any other person claiming under the Lessee. Upon the Lessors' termination of this Lease by reason of the Lessee's default, all such revenues, rents, income, earnings and profits derived or accruing from the leased premises from date of termination by the Lessors shall constitute the property of the Lessors, and the same is hereby declared to be a trust fund for the exclusive

OFF REC 1206 REC 347

benefit of the Lessors, and shall not constitute any asset of the Lessee or any trustee or receiver appointed for the Lessee's property. The provisions of this paragraph shall be effective without the Lessors' re-entry upon the leased premises or repossession thereof, and without any judicial determination that Lessee's interest under said Lease has been terminated.

In the event the nature of any default should require more than forty-five (45) days to cure same, then the period shall be extended as may be reasonably required.

Nothing to the contrary herein notwithstanding, upon failure to pay the rentals herein provided for within thirty (30) days after due date shall constitute a default, without the necessity or the requiring of the Lessors to give the Lessee any written notice.

21. LESSEE NOT AGENT: Nothing herein contained shall authorize the Lessee to do any act or make any contract which in any manner shall affect the estate or interest of the Lessors in said premises, or in the buildings or improvements now or hereafter situated thereon.

22. WAIVER OF BREACH: It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed as a waiver of any succeeding breach of the same, or of any other covenant, nor shall such waiver be construed as modifying in any way the terms and provisions of this Lease. The prompt and punctual performance by Lessee of the terms and conditions of this Lease is of the very essence thereof.

23. TIME IS OF THE ESSENCE: The time of performance by Lessee of each and every provision and covenant herein contained is and shall be construed as of the very essence of this Lease.

24. NOTICES: All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served either by registered mail or by person delivery to the parties or to the Lessee's agent in charge

REC 1206 348

of the leased premises. The specific addresses of the parties are as follows:

ADDRESS OF LESSORS: c/o Thomas O. Berryhill  
100 East Las Olas Boulevard  
Fort Lauderdale, Florida

ADDRESS OF LESSEE: c/o Coleman and Leonard  
100 East Las Olas Boulevard  
Fort Lauderdale, Florida

Said notices shall be mailed or delivered to the parties at its or their said address, or at such other address as the parties may by notice in writing designate to the other.

25. TRANSFER OF LESSORS' INTEREST: Lessors shall have the right to sell, mortgage, or otherwise dispose of the underlying fee in this property, subject, of course, to the terms and conditions of this Lease, and shall have the right to mortgage or assign to others their right to receive money and other things of value according to them by reason of this Lease.

26. OPTION TO PURCHASE: As a part of the consideration passing to the Lessors for this Lease, the Lessors give and grant to Lessee, its successors or assigns, the right to purchase the lands herein devised on the following terms and conditions, to wit:

(a). This option shall not take effect until January 1st, 1973, and shall continue thereafter for a period of five (5) years (that is, any time between the fifteenth (15th) and twentieth (20th) years of the term of this Lease).

(b). Notice of the exercising of this option shall be given by Lessee to Lessors in writing by registered mail or certified mail, return receipt requested, at least two (2) months prior to the date on which Lessee desires to close the transaction of purchase.

(c). This option may not be exercised at any time Lessee is in default under the terms of this Lease.

(d). The purchase price for the said lands shall be Three Hundred Seventy-five Thousand Dollars (\$375,000.00), and shall be paid in cash at the time of closing unless the parties hereto agree to some other method of payment. In the event eminent domain proceedings are instituted against this property, and an award should be made to Lessors, then in that event the amount of the purchase price upon the exercise of the option as hereinabove set forth shall be reduced by the amount of such award.

(e). In the event of the exercise of this option, Lessors, within thirty (30) days of such exercising, will furnish to Lessee an Abstract disclosing merchantable title, or a commitment for title insurance to be issued by some title insurance company doing business in the State of Florida and whose policies are acceptable to any national bank or Federal savings and loan association in Broward County, Florida. The title as disclosed by the Abstract or title insurance commitment shall be free and clear, subject only to matters of record upon the execution of this Lease, and subject only to matters which may be subsequently caused by Lessee and its occupancy. In the event title should be found defective, then Lessee shall have the option of taking title in its existing condition, but in no event shall any defect in title give Lessee any right of abatement of rent or cancellation of this Lease so long as possession of Lessee is uninterrupted.

27. TERMS TO INCLUDE SUCCESSORS IN INTEREST: Reference herein to Lessors shall bind and include their successors in interest and assigns; and likewise, reference to Lessee shall bind and include its successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their



OFF REC 1206 PER 350

hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

Thomas C. Benge

Sara R. Beebe  
As to Lessors

Alvy Smith (SEAL)  
Alvy Smith

Ruby C. Smith (SEAL)  
Ruby C. Smith

LESSORS

James H. Hollenback

William F. Seaward  
As to Lessee

LAUDERDALE SHOPPING CENTER, INC.,  
a Florida corporation,

BY:

[Signature]  
President

ATTEST:

[Signature]  
Secretary  
LESSEE

OFF 1206 REC 351

STATE OF FLORIDA :

SS

COUNTY OF BROWARD :

I HEREBY CERTIFY that on this 4 day of April,  
A. D. 1958, before me personally appeared ALVY SMITH and RUBY E.  
SMITH, his wife, to me known to be the Lessors described in and  
who executed the foregoing Lease, and severally acknowledged the  
execution thereof to be their free act and deed for the uses and  
purposes therein mentioned.

WITNESS my hand and seal at Fort Lauderdale, Broward County,  
Florida, the day and year last aforesaid.

Sara R. Burke  
Notary Public, State of Florida at  
Large. My Commission Expires:

Notary Public, State of Florida at Large  
My commission expires April 9, 1960  
Bonds by American Surety Co. of N.Y.

STATE OF FLORIDA :

SS

COUNTY OF BROWARD :

I HEREBY CERTIFY that on this 7th day of April,  
A. D. 1958, before me personally appeared Eustace J. Stuck  
and Sam J. Bartholomew, President and Secretary of LAUDERDALE  
SHOPPING CENTER, INC., a Florida corporation, to me known to be the  
persons described in and who executed the foregoing Lease, and severally  
acknowledged the execution thereof to be their free act and deed as  
such officers, for the uses and purposes therein mentioned; and that  
they affixed thereto the official seal of said corporation, and the  
said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Lauderdale, in the  
County of Broward, and State of Florida, the day and year last aforesaid.

Arthur C. Smith  
Notary Public, State of Florida at  
Large. My Commission Expires:

Notary Public, State of Florida at Large  
My commission expires April 9, 1960  
Bonds by American Surety Co. of N.Y.

