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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: AMENDED AND RESTATED LEASE AGREEMENT FOR 533 NE 13 STREET, LLC. CAM: 15-1115 ITEM: CCM: September 1, 2015

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

City Attorney's Office: Approved as to Form 2 Originals and Delivered to City Manager

Assistant City Attorney: LS

Sr. Assistant City Attorney: _____

CIP FUNDED ☐ YES ☒ NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects 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, 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, real.

2) **City Manager:** Please sign as indicated and forward 2 originals to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Retains one original and forwards 1 original document to: ACA LYNN SOLOMON / Meredith Shuster who will make a copy for CAO and forward original as needed.

☒ Original Route form to Meredith, CAO

**AMENDED AND RESTATED
LEASE AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Lease Agreement") is entered into this 15th day of September, 2015 by and between:

533 NE 13 STREET, LLC, a limited liability company organized under the laws of Florida, whose usual place of business is 514 NE 13 Street, Fort Lauderdale, Florida 33304 referred to as "Lessor",

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, referred to as "the City" or "Lessee".

WHEREAS, Lessor owns certain real property in Broward County, Florida, having a street address of 533 NE 13 Street, Fort Lauderdale; and

WHEREAS, by adoption of Motion at their meeting of December 21, 2010, the City Commission of the City of Fort Lauderdale authorized the proper City officials to enter into a Lease with Lessor, and a lease between Lessor and Lessee was executed on that date; and

WHEREAS, the Lease grants the Lessee and option to extend the term of the Lease; and

WHEREAS, the City desires to exercise its option to renew the Lease upon terms and conditions as hereinafter set forth.

WHEREAS, by adoption of Motion at their meeting on Sept 1, 2015, the City Commission of the City of Fort Lauderdale authorized the proper City officials to enter into this Amended and Restated Lease Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Lease Agreement, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are incorporated herein.

2. The Leased Premises.

The Lessor hereby leases and the Lessee agrees to lease from the Lessor four suites, with a total rentable square foot of 8,121, located in a certain building located on real estate in Broward County, Florida, legally described as:

Lots 9 and 10, less the South 15 feet thereof for road right-of-way of H.C. Brock's Subdivision, according to the Plat thereof recorded in Plat Book 3, Page 24, of the Public Records of Broward County, Florida; together with a permanent easement for ingress and egress over and across the South 25 feet of North 44 feet of Lot 11 of H.C. Brock's Subdivision as recorded in the Plat Book 3, at Page 24 of the Public Records of Broward County, Florida.

and more commonly known as 533 NE 13 Street, Fort Lauderdale, Florida and is hereinafter referred to as the "Leased Premises".

3. Term; Possession.

The term of this Lease Agreement shall commence on October 1, 2015 (the "Commencement Date") and shall terminate on September 30, 2020. Provided this lease is in good standing, the Lessor hereby grants the Lessee two options to extend the term of this Lease Agreement for five years for each renewal term. During the renewal period, the increase in annual rent shall be three percent (3%) more than the prior year's annual rent. In order to exercise an option, the Lessee must notify the Lessor in of its intention to exercise the option in writing no later than six months prior to end of the current term. Notwithstanding the Commencement date, this Lease shall be deemed effective and in full force and effect as of October 1, 2015.

Lessee has been in possession of three of the four suites of the Leased Premises under the terms of a previous lease agreement, which expired on July 31, 2003. On June 1, 2003, Lessee took possession of the fourth suite. Lessee is currently in possession of the Leased Premises under a Lease dated December 21, 2010 which expires on September 30, 2015.

4. Mutual Representations and Warranties.

The parties mutually represent, warrant, and disclose to each other the following:

- (a) Municipality. The City is a municipal corporation organized and existing pursuant to the Constitution and Laws of the State of Florida.
- (b) Disclosure. The Lessor acknowledges that the City has made full disclosure of all facts set forth above.
- (c) Ownership. The Lessor represents and warrants that it is the owner in fee simple of the Leased Premises and has the right to lease the Leased Premises to the City for the purposes provided herein.
- (d) Authority. All steps, acts, and conditions required by the Charter of the City as a condition precedent to the execution of this Lease, if any, have been satisfied, and the City has full authority to enter into this Lease.
- (e) ADA Compliant. Lessor represents and warrants that the Leased Premises, restrooms and common areas are in compliance with the American with Disabilities Act of 1990 and all other applicable codes as of the Commencement Date.

5. Rent.

Lessee agrees to pay rent for the Leased Premises as set forth below. Lessor acknowledges that Lessee is a tax-exempt entity. Upon request, Lessee will provide certification of its tax-exempt status.

Rent for the Leased Premises shall be due and payable on the first day of each month as follows:

From: To: Amount:

10/1/2015 - 09/30/2016: \$_11,470.91/per month
10/1/2016 - 09/30/2017: \$_11,815.04/per month
10/1/2017 - 09/30/2018: \$_12,169.49/per month
10/1/2018 - 09/30/2019: \$_12,534.57/per month
10/1/2019 - 09/30/2020: \$_12,910.61/per month

If any payment of Rent is not made within ten (10) business days after the payment date, a "Late Charge" in the amount of five percent (5%) of the payment amount may be charged by Lessor.

The annual rental fees reflect an annual increase of three percent (3%) increase in rent from the prior year.

6. Advance Rental Deposit; No Security Deposit.

Lessee has already deposited with Lessor the sum of \$12,009.67 which shall be applied towards the rent due for September 1, 2015 under the prior Lease Agreement. No additional rental deposit is required. Lessee is not required to post any security deposit with Lessor.

7. Use of Leased Premises.

Lessee agrees to use the Leased Premises as a general office for City of Fort Lauderdale Police Department substations, and for no other purposes without prior written consent of the Lessor. Lessee shall not use the Leased Premises for the detention of individuals.

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, those relating to zoning, hazardous materials, air and water quality, waste disposal, building, occupational safety and health, industrial hygiene, the environmental conditions on, under, or about the Leased Premises, included soil and groundwater conditions. The Lessee shall not maintain or permit any nuisance to occur on the Leased Premises.

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 Lessee 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 is a part.

8. Maintenance and Repairs; Utilities.

- (a) During the term of this Lease Agreement the Lessee shall, at its own cost and expense, maintain in good condition and repair, less ordinary wear and tear, the interior of the Leased Premises.

- (b) During the term of this Lease Agreement, the Lessor shall, at its own cost and expense maintain in good condition and repair the Leased Premises, including the electrical, plumbing, and HVAC systems; the roof, exterior walls, foundation and structural frames of the building that constitute a part of the Leased Premises. The Lessor shall be responsible for maintaining the common areas of the building of which the Leased Premises are a part. The Lessor shall be responsible for maintaining the parking and vehicular and pedestrian areas.
- (c) Notwithstanding the foregoing, the Lessee shall be responsible for and repair any portion of the Leased Premises that is damaged by the Lessee, or any of its employees, agents, invitees or licensees. Lessee's obligation to repair shall include, without limitation, any damage resulting from any vandalism to the Leased Premises, any plumbing problems related to backed-up toilets, and the replacement of all light bulbs.
- (d) Lessee shall be responsible for the cost of all utilities to the Leased Premises, including, but not limited to, all electricity, water, cable, telephone, pest control, and trash removal.
- (e) Within one hundred and twenty (120) days after the execution of this Lease, Lessor shall complete the following improvements described on Exhibit "A" attached hereto and made a part hereof, at Landlord's expense. All work shall be completed in a good and workmanlike manner and Lessor shall use commercially reasonable efforts to minimize disruptions to Lessee's use of the Premises. Lessor will provide written notice to Lessee before Lessor is ready to commence the work. Within fourteen (14) days after delivery of the Lessor's written notice, Lessee will remove and relocate all of its furnishings and equipment outside of the area where the work will be performed and will deliver written notice to Lessor when the removal and relocation is completed. Lessor will complete the work within ninety (90) days after delivery of Lessee's written notice that all furnishings and equipment have been removed or relocated. If Lessor fails to complete the improvements by the Phase I Completion Date, rent will be abated from the Phase I Completion Date until the renovations are completed. The foregoing rent abate provision shall not apply if Lessee fails to timely comply with its obligations under this subsection.
- (f) On or before the one year anniversary of the execution of this Lease, Lessor, at its sole expense, shall complete the following improvements described in Exhibit "B". All work shall be completed in a good and workmanlike manner and Lessor shall use commercially reasonable efforts to minimize disruptions

to Lessee's use of the Premises. Lessor will provide written notice to Lessee before Lessor is ready to commence the work. Within fourteen (14) days after delivery of the Lessor's written notice, Lessee will remove and relocate all of its furnishings and equipment outside of the area where the work will be performed and will deliver written notice to Lessor when the removal and relocation is completed. Landlord will complete the work within ninety (90) days after delivery of Lessee's written notice that all furnishings and equipment have been removed or relocated. If Lessor fails to complete the improvements by the Phase II Completion Date, rent will be abated from the Phase II Completion Date until the renovations are completed. The foregoing rent abate provision shall not apply if Lessee fails to timely comply with its obligations under this sub-section.

9. Assignment and Sub-Lease.

The Lessee shall not assign this Lease Agreement in whole or in part or sublet the Leased Premises in whole or in part without the prior written consent of the Lessor.

10. Default and Remedy.

If Lessee defaults in the performance of any covenant or condition of this Lease, Lessor shall give Lessee written notice of that default. If Lessee fails to cure a default in payment of rent or additional rent within twenty (20) days after notice is given, Lessor may terminate this Lease. For defaults other than nonpayment of rent or additional rent, Lessee shall cure such default within twenty (20) days after notice is given or within such greater period of time as specified in the notice; provided, however, if a greater period of time is not specified in the notice, then the period for curing such default shall be twenty (20) days.

If the default (other than for nonpayment of rent or additional rent) is of such a nature that it cannot be completely cured within time specified, Lessor may terminate this Lease only if Lessee fails to proceed with reasonable diligence and in good faith to cure the default. Thereafter, termination of this lease may occur only after Lessor gives not less than thirty (30) days' advance notice to Lessee. On the date specified in the notice, the term of this Lease will end, and, Lessee shall quit and surrender the Leased Premises to Lessor, except that Lessee will remain liable as provided under this Lease.

On termination of the Lease, Lessor may peaceably re-enter the Leased Premises without notice to dispossess Lessee, any legal representative of Lessee, or any other occupant of the Leased Premises. Lessor may retain possession through summary

proceedings or otherwise and Lessor shall then hold the Leased Premises as if this Lease had not been made.

Should Lessor fail to perform any covenant or agreement made herein, then Lessor is in default of this Lease Agreement. Lessor shall cure such default within thirty (30) days after receiving written notice of default from Lessee.

If the default is of such a nature that it cannot be completely cured within time specified, Lessee may terminate this Lease only if Lessor fails to proceed with reasonable diligence and in good faith to cure the default. Thereafter, termination of this lease may occur only after Lessee gives not less than thirty (30) days' advance notice to Lessor. On the date specified in the notice and a failure to cure such default, Lessee may terminate this Lease Agreement or cure the default and deduct the cost to cure from its rental payment.

11. Alterations.

Lessee shall have the right to make alterations to the Leased Premises, which do not affect the structural systems and base building equipment and systems, without the consent of Lessor but in accordance with local laws and ordinances. Lessee will provide Lessor with copies of plans and permits for any improvement requiring a building permit from the appropriate government agency.

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 Agreement contained shall be construed to constitute a consent by the Lessor to the creation of any lien.

Lessee may, prior to the expiration of this Lease Agreement 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 Premised promptly repaired.

12. Inspection.

Lessor or Lessor's agent shall be have the right, but not the duty, to inspect or examine the Leased Premises at any reasonable time and Lessor shall have the right to make any repairs at its own expense to the Leased Premises which the Lessor may

deem desirable and necessary for its preservation. Upon reasonable prior notice, the Lessor or Lessor's agent shall have the right to enter and pass through the Leased Premises at any reasonable time to show them to actual and prospective lenders, purchasers, tenants. Notwithstanding the above, Lessor recognizes and agrees that the Leased Premises is being used by the City for law enforcement and public safety purposes and as such, the City has the right to limit access to the Leased Premises and/or escort Lessor or Lessor's agent through the Leased Premises in the event Lessor or Lessor's agent requires access to the Leased Premises.

13. Lessor's Right to Mortgage.

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 Agreement has not been modified and is in full force and effect (or if there have been 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 paragraph may be relied upon by the holder of any such mortgage or other instrument of security or any authorized assignee of Lessor.

Lessee further agrees at any time, and from time to time, to execute a consent to the assignment of this Lease Agreement by Lessor to its mortgagee.

This Lease Agreement is subordinate and subject in right, priority, and all other respects to any mortgage or mortgages now or hereafter in force and effect upon the Leased Premises, and to all future modifications, extensions, renewals, new mortgages and supplements to any such mortgage or mortgages. Upon recording any mortgage, the same shall be deemed to be prior in dignity, lien, and encumbrance to this Lease Agreement, without regard of the dates of execution, delivery, or recordation of any such mortgage or mortgages. The foregoing subordination provisions shall be automatic and self-operative without the necessity of the execution of any further instrument or declaration of subordination on the part of the Lessee. Notwithstanding the foregoing, within ten days of receiving written request from Lessor, Lessee agrees to execute and deliver to Lessor any further instrument or declaration of subordination of this Lease Agreement to any such mortgage or mortgages in confirmation of or in furtherance of or in addition to the foregoing subordination provisions.

14. No liens created.

Lessee shall not allow the Leased Premises to become subject to any security interest, lien, charge, or encumbrance, whatsoever. Lessee shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of Lessor in and to the underlying fee simple in the Leased Premises, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the Lessee, or its agents, servants, employees, contractors or officers or on account of any act or omission of said Lessee as to the underlying fee simple interest of Lessor to the Leased Premises. All persons contracting with the Lessee, or furnishing materials, labor or services to said Lessee or to its agents or servants, shall be bound by this provision of the Lease Agreement. Should any such lien be filed, Lessee shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise, as permitted by law. Lessee shall not be deemed to be the agent of Lessor, so as to confer upon a laborer bestowing labor upon or within the License Areas, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes, or an equitable lien, upon the Lessor's right, title or interest in and to the Leased Premises. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the Lessor.

15. Taxes and Assessments.

Lessor agrees to pay and discharge all real estate taxes and assessments on the Premises.

16. No Recourse.

Lessee shall look solely to the interest of Lessor in the Leased Premises for satisfaction of any remedy it may have hereunder or in connection herewith and shall not look to any other assets of Lessor, or of any other person, firm, or corporation.

17. Insurance.

- (a) General Indemnity. To the extent permitted by law and Section 768.28, Florida Statutes, 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 Agreement, or any extension hereof, 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. Each party shall be responsible for its own negligence and the negligent acts of its employees and agents. Nothing herein shall constitute or be interpreted as a waiver of the protections, immunities and limitations afforded Lessee pursuant to Section 768.28, Florida Statutes.

- (b) Hazard Insurance. Lessor, throughout the term of this Lease Agreement, shall keep the building in which the Leased Premises are located, insured against loss or damage by fire and such other risks as are usually and customarily covered by extended coverage endorsements for the reasonable value thereof. Lessee is self-insured and if it deems necessary, it will purchase and procure hazard insurance for its possessions and property.
- (c) Public Liability Insurance. The City is self-insured and is entitled to all the benefits and protection 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 City. The City shall process all such claims pursuant to Section 768.28 of the Florida Statutes and in accordance with all other laws and its ordinances.

18. Partial or Total Destruction of Buildings.

In case the building in which the Leased Premises is situated shall be partially destroyed by fire, explosion or other casualty insurable under standard fire and extended coverage insurance so as to become partially or totally untenable the same shall be repaired as speedily as possible at the expense of Lessor, unless Lessor shall elect not to rebuild as hereinafter provided. In case the building in which the Leased Premises is situated shall be destroyed or so damaged by fire or other casualty as to render more than 50% thereof untenable, then Lessor may, by notice in writing within thirty days after such destruction or damage, elect not to rebuild and restore said building and thereby terminate this Lease Agreement. If Lessor elects to rebuild or restore said building, it shall proceed with the rebuilding and restoration as promptly as possible. If the Leased Premises is destroyed or damaged by such casualty so as to be come partially or totally untenable, the rent shall be abated during said period until so repaired and restored to its original condition.

19. Rights on Termination.

In the event of the termination of this Lease Agreement under the provisions in Section 18, all rents shall be adjusted to the date of such damage or destruction and all liabilities and obligations under this Lease Agreement shall be immediately terminated, providing that Lessee shall be given a reasonable opportunity to remove its property from the Leased Premises.

20. Signs.

Lessor reserves the right to approve the content, color and size of exterior signs located on the Leased Premises.

21. Surrender.

Upon the expiration or other termination of this Lease Agreement, 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 Agreement.

Lessee shall have no obligation to restore or pay for the restoration of the Leased Premises or any improvements installed before or during the Lease Term or any extension term including, specifically, that Lessee shall have no obligation to remove or pay for the removal of Lessee's cabling and wiring. Lessee's sole obligation at the expiration of the term or any extension term shall be to return the Leased Premises to Lessor in broom-clean condition, reasonable wear and tear accepted.

In the event that Lessee possesses the Leased Premises beyond the expiration of the Lease Term, for the first ninety (90) days of such holdover, Lessee shall pay one hundred and twenty-five percent (125%) of the Base Rent in effect during the last month of the Lease term. Lessee shall pay one hundred and fifty percent (150%) of the rent in effect during the last month of the Lease term in the event Lessee holds over beyond the 90 days referenced above.

During any such holdover period (with or without Lessor's consent), Lessee shall be charged rent on a per diem basis for each day of such holdover. In no event will Lessee be subject to consequential damages for any holdover.

Lessee shall have the right to extend the Lease for up to thirty (30) days with at least ninety (90) days prior written notice at then rent in effect during the last month of the term of the Lease.

22. Waiver.

No waiver of any covenant or condition or the breach of any covenant or condition of this Lease Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition by the Lessor nor justify or authorize a non-observance on any other occasion of such covenant of at any time when the Lessee is in default of any covenant or condition hereof.

23. 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 term of this Lease Agreement, 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 11 above.

24. Notice.

Any notice required or permitted to be given or served by either party to this Lease Agreement shall be deemed to have been given or served when made in writing, by United States certified or registered mail, addressed as follows:

Lessor: Derrick Caglianone, Manager
 553 NE 13 Street, LLC
 514 NE 13 Street
 Fort Lauderdale, Florida 33304

Lessee: City Manager
 City of Fort Lauderdale
 P.O. Drawer 14250
 Fort Lauderdale, Florida 33301

With copy to: City Attorney
 City of Fort Lauderdale
 P.O. Drawer 14250
 Fort Lauderdale, Florida 33301

and shall be effective upon delivery or upon refusal or failure to accept delivery by either party.

All rental payments 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.

25. Benefit of Lessor and Lessee.

This Lease Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the Lessor and Lessee, and their respective heirs, successors, assigns and legal representatives.

26. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. Governing Law and Venue.

This Lease Agreement shall be governed in accordance with the laws of the State of Florida. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

28. Severability.

If any section, subsection, sentence, clause, provision or part of this Lease Agreement shall be held invalid for any reason, the remainder of this Lease Agreement shall not be affected thereby.

29. Final Repository.

The parties hereto mutually represent and warrant unto each other that this Lease Agreement, consisting of the recitals and paragraphs 1 through 32 (inclusive) and Exhibits A & B, constitutes the final repository of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written

instrument duly executed by the parties hereto. The parties agree that, whether written or oral, no previous, prior or contemporaneous discussions, representations or warranties shall be binding upon either party, all such discussions, representations and warranties having been fully and completely incorporated into this written Lease Agreement. The execution hereof has not been induced on the part of any party except as expressed in writing in this Lease.

30. Broker.

CBRE, Inc. represents Lessee in lease negotiations related to this Lease Agreement and shall be paid a full leasing Commission of four percent (4%) of the gross rent pursuant to a separate agreement with Lessor. Lessor will pay 2% (one-half) of the commission upon execution of this Lease Agreement by both parties and the remaining 2% (one-half) by March 31, 2016. No additional commission shall be due or payable if Lessee exercises its extension options under paragraph 3 of this Lease Agreement, unless agreed to in writing by Lessor.

31. Attorney's Fees.

If either party defaults in the performance of any of the terms, provisions, covenants and conditions and by reason thereof, the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, regardless of the initiation of court proceedings, then in any of said events, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorney's fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in the enforcement of any remedy.

32. Transfer by Lessor.

If Lessor's interest in the property, upon which the Leases Premises are located, terminates by reason of a bona fide sale or other transfer, Lessor will thereupon be released from all further liability to Lessee under this Lease, provided the successor in interest recognizes and attorns to the Lessee. In such event, this Lease Agreement shall otherwise remain in full force and effect with the purchaser of the property becoming the Lessor under the terms of this Lease Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]**

N WITNESS OF THE FOREGOING, the parties have set their hands and seals to this Lease Agreement this 23rd day of September, 2015.

AS TO LESSEE:

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A. Johnson

Jeanette A. Johnson

[Witness print/type name – as to both]

K. Skouridakis

Katerina Skouridakis

[Witness print/type name – as to both]

By: [Signature]
John P. "Jack" Seiler, Mayor

By: [Signature]
Lee R. Feldman, City Manager

(CORPORATE SEAL)

ATTEST:

[Signature]
Jeffrey A. Modarelli, ~~Senior Assistant~~
City Clerk

Approved as to form:

[Signature]
Lynn Solomon, Assistant City Attorney

[Signature]

AS TO LESSOR:

WITNESSES:

553 NE 13 Street, LLC, a Florida limited liability company

Brock Berkowitz

By: [Signature]
Derrick Caglianone, as Manager

Brock Berkowitz
[Witness print/type name]

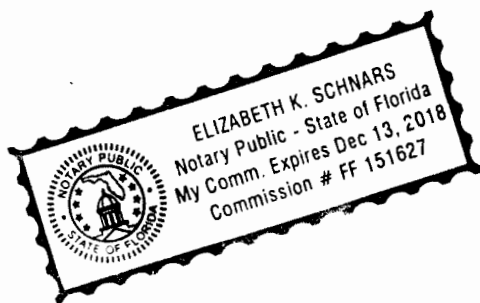
[Signature]
Ryan J. [unclear]
[Witness print/type name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 15th day of September, 2015, by **Derrick Caglianone, as Manager of 553 NE 13 Street, LLC, a Florida limited liability company.** He is personally known to me or has produced _____ as identification and did not take an oath.

(SEAL)

Elizabeth K. Schnars
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)



Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT "A"

MAINTENANCE OR REPAIRS
FOR OPS BUILDING – PHASE I
533 NE 13TH STREET

Lessor will install and/or provide new flooring, lighting, ceilings, and paint to the east half of the second floor utilizing Building Standard Materials in a color and style selected by Lessor, consistent with the already renovated east side of the first floor. All hard and soft costs associated with Lessor's Improvements shall be at Lessor's sole cost and expense, provided however, Lessee, at its sole cost and expense, shall be responsible for removal and relocation of its furnishings and equipment as necessary to allow Lessor to make the improvements and reinstallation of same after the work is completed.

Payment of rent shall not be abated during the time Lessor is making these improvements.

EXHIBIT "B"
MAINTENANCE OR REPAIRS
FOR OPS BUILDING – PHASE II

Lessor will install new flooring, lighting, ceilings, and paint to the northwest portion of the second Floor utilizing Building Standard materials in a color and style selected by Lessor, consistent with the already renovated east side of the first floor. All hard and soft costs associated with Lessor's Improvements shall be at Lessor's sole cost and expense, provided however, Lessee, at its sole cost and expense, shall be responsible for removal and relocation of its furnishings and equipment as necessary to allow Lessor to make the improvements and reinstallation of same after the work is completed.

Payment of rent shall not be abated during the time Lessor is making these improvements.