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**DOCUMENT ROUTING FORM**

NAME OF DOCUMENT: Commercial Lease - The Harbor Shops, LLC

Date: February 3, 2016

CCM: 2/2/2016 CAM 16-0136 Item: CM-3 ☐ Not a Commission Item

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

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

Assistant City Attorney: RBD

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 Mayor.

3) **Mayor:** Please sign as indicated and forward 2 originals to Clerk for attestation and City seal.

**INSTRUCTIONS TO CLERK'S OFFICE**

4) **City Clerk:** Retains one original copy and forwards 1 original documents to: Shaniece Louis ext. 5036

☒ Original Route form to Shaniece Louis – ext. 5036

## COMMERCIAL LEASE

This lease is made this 3<sup>rd</sup> day of FEBRUARY, 2016 between **THE HARBOR SHOPS, LLC**, a Florida limited liability company, whose principal address is 221 W. Oakland Park Blvd., Fort Lauderdale, Florida 33311, herein called Landlord and **CITY OF FORT LAUDERDALE**, a Florida municipal corporation whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, herein called Tenant.

WHEREAS, Landlord has 1,32700 square feet of commercial space available for lease in The Harbor Shops shopping center located South of the S.E. 17<sup>th</sup> Street Causeway at 1845 Cordova Road; and

WHEREAS, Tenant has need to establish a Police Substation in that general vicinity; and

WHEREAS, Landlord is desirous of leasing such Premises to Tenant for use as a Police Substation for nominal annual rent of ten (\$10.00) and no/100 Dollars for a term of five (5) years; and

WHEREAS, comparable Premises within The Harbor Shops currently rent at a rate of \$2,654.00 per month; and

WHEREAS, Tenant is interesting in leasing such Premises on such terms; and

WHEREAS, Landlord has no expectations of any staffing time(s) or levels of staffing; and

WHEREAS, Landlord would be responsible for payment of water, sewer and trash removal; and

WHEREAS, Tenant would be responsible for payment of electricity, telephone and internet service as well as janitorial service; and

WHEREAS, entering this Commercial Lease on the terms stated herein serves a valid municipal purpose; and

WHEREAS, the City Commission of the City of Fort Lauderdale at its Regular Meeting of FEB 3, 2016 authorized execution of this Lease by the proper City officials;

NOW, THEREFORE, for Ten and no/100 Dollars and other good and valuable consideration, and receipt of which is hereby acknowledged, the parties agree to the following terms and conditions set forth herein:

Tenant hereby offers to lease from Landlord and Landlord agrees to lease to Tenant the Premises situated in the City of FORT LAUDERDALE, County of BROWARD, State of FLORIDA, described as 1845 Cordova Road, Suite 207, Fort Lauderdale, FL 33316, consisting of 1,327 rentable square feet (more particularly described in Exhibit "A" attached hereto), including two (2) parking spaces in close proximity to the Premises, upon the following TERMS and CONDITIONS.

1. **Term and Rent.** Landlord demises the above Premises for a term, Effective Date, Commencement Date, Leasehold Improvements and rent as provided below:

(a) **Effective Date.** The Effective Date of this Lease shall be the date the Lease is fully executed by both parties. As of the Effective Date Tenant shall have access to the Premises for solely for the purpose of making the Leasehold Improvements under Paragraph 1 (b.2).

(b) **Leasehold Improvements.** Tenant shall take possession of the Premises on or after the Effective Date for the purpose of making Leasehold Improvements in accordance with ¶ 1 (b.2) below.

(b.1) Leasehold Improvements to be constructed, erected or completed by Landlord:  
NONE

(b.2) Leasehold Improvements to be constructed, erected or completed by Tenant, at Tenant's sole cost and expense, shall include:

(i) City cable and phone network connections through Comcast; (ii) Laptop docking stations; (iii) Front door or window signage; (iv) alarm system; (v) Door and card reader access; (vi) signage on front door or window front; and (vii) video cameras; and (viii) electronic key card system lock.

(b.3) By execution of this Lease, Landlord agrees to the foregoing Leasehold Improvements by Tenant at Tenant's sole cost and expense.

(c) **Initial Lease Term.** The term of this Lease shall be for a period of five (5) years (or until sooner terminated or extended, as the case may be, as hereinafter provided) (the "Lease Term") beginning on the "Commencement Date" (as hereinafter defined).

(d) **Commencement Date.** The Commencement Date of this Lease shall be the first day of the month next succeeding the date upon which a Certificate of Occupancy for the Premises has been issued..

(e) **Anniversary Date.** For the purposes of this Lease, Lease Year shall mean each twelve (12) month period beginning on the Commencement Date and each anniversary of the Commencement Date, extending until the last day of each twelve (12) full calendar month period thereafter. For example, if the Commencement Date is June 1, 2013, the first Lease Year shall begin on June 1, 2013 and end on May 31, 2014, and each Lease Year thereafter shall commence on June 1 and extend to May 31 of the following year until the end of the term of the Lease.

(f) **Rent.** The Base Annual Rent for the Lease Term shall be Ten and (\$10.00) an no/100 Dollars due and payable on the Commencement Date of the Lease and each and every anniversary date thereafter.

(h) **Sales or Use Tax.** Tenant is a municipal corporation and the Premises are being used for municipal purposes (i.e. Police Substation). As such Tenant qualifies for exemptions from the payment of sales or use taxes on its Rent. To the extent that Tenant is exempt from the payment of sales or use taxes on its Rent, it shall not be obligated to remit to Landlord sales or use tax on its Rent. However, to the extent payment by Tenant of sales or use tax is required by law, then, in addition to the Annual Base Rent, Tenant shall pay to Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, or taxes now in existence or hereafter imposed, based upon the privilege of renting the Premises (hereinafter collectively "Sales Tax").

2. **Use.** Tenant shall use and occupy the Premises for the purpose of

**POLICE SUB STATION, ADMINISTRATION, DEPARTMENT TRAINING  
AND COMMUNITY MEETINGS.**

The Premises shall be used for no other purpose. Landlord represents that the Premises may lawfully be used for such purpose.

3. **Care and Maintenance of Premises.** Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times, maintain the Premises in good and safe condition, including plate glass, and any other system or equipment (excepting therefrom computer, internet and HVAC equipment or systems) upon the Premises. Tenant shall be responsible for all maintenance and repairs required within the Premises, excepting the roof, exterior walls, structural foundations, and: excepting futher, electrical and telecommunications wiring and plumbing service outside the building; excepting further electrical wiring and telecommunications wiring within the walls of the building on the Premises; excepting further plumbing within the walls of the building on the Premises; HVAC equipment; electrical service and wiring to all outlets within the building for the Premises and all plumbing (gas, water and sewer), including fixtures (e.g. sinks, toilets, etc.) which shall be maintained by Landlord.

4. **Alterations.** Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions, or improvements, in, to or about the Premises.

**5. Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

**6. Assignments and Subletting.** Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonable withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.

**7. Utilities and Janitorial Service.** All applications and connections for necessary utility services (e.g. water, sewer, trash removal, but not telephone or internet service) on the Premises shall be made in the name of Landlord only, and Landlord shall be solely liable for such utility charges as they become due, including those for sewer, water, gas, electricity, and trash removal. Tenant shall pay for electrical service, telephone and internet service and janitorial services for the Premises. Landlord represents that the water/sewer meter, gas meter (if any) and the electric meter provide utility service exclusively to the Premises and no other properties.

**8. Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter upon the Premises at reasonable times, upon reasonable notice and while Tenant personnel are present, for the purposes of inspecting the same, and will permit Landlord at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

**9. Possession.** If Landlord is unable to deliver possession of the Premises on the Commencement Date, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this lease if possession is not delivered within days of the commencement of the term hereof.

**10. Indemnification and Insurance.** To the extent of the limitations of the legislative waiver of sovereign immunity and within the parameters set forth in Sec. 768.28, Florida Statutes (2015) and no further, Tenant agrees to indemnify and hold harmless Landlord against and from any and all claims by or on behalf of any work or thing whatsoever done by Tenant in or about or from transactions of Tenant concerning the Premises, and will further indemnify and hold Landlord harmless against and from any and all claims arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees, licensees or invitees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any of the aforementioned claims or actions or proceedings brought thereon. Furthermore, in case any action or proceeding be brought against Landlord by reason of any of the aforementioned claims or liabilities, Tenant agrees to defend such action or proceeding at Tenant's sole expense by counsel reasonably satisfactory to Landlord. The provisions of this Lease with respect to any claims or liability, occurring prior to such expiration or termination shall survive any such expiration or termination, but no longer than a period of four (4) years from the date of expiration or termination of this Lease.

(a) With respect to workers' compensation, comprehensive general liability, including personal injury and property damage, Tenant/City, as a municipal corporation, is self-insured pursuant to the provisions of § 768.28 (15), Florida Statutes. To the extent Tenant/City fails to remain self-insured in any of the above referenced areas, then Tenant agrees to purchase at its own expense and to keep in force during the term of this Lease a such policy or policies of worker's compensation and comprehensive general liability insurance, including personal injury and property damage, with contractual liability endorsement, in the amount of One Million Dollars (\$1,000,000.00) for property damage and Two Million Dollars (\$2,000,000.00) per occurrence for personal injuries or deaths of persons occurring in or about the Premises for which Tenant/City fails to remain self-insured. Said policies shall: (i) name Landlord as an additional insured and insure Landlord's contingent liability under this Lease (except for the worker's compensation policy, which shall instead include waiver of subrogation endorsement in favor of Landlord), (ii) be issued by an insurance company which is acceptable to Landlord and licensed to do business in the State of Florida, and (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall

have been given to Landlord. Said policy or policies or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the term of the Lease and upon each renewal of said insurance.

**12. Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

**13. Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, Landlord shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the premises. If such repairs cannot be made within sixty (60) days, Landlord, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost, Landlord may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

**14: Landlord's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within 14 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such 5 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Landlord may terminate this lease on not less than 3 days' notice to Tenant. On the date specified in such notice the term of this lease shall terminate and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

**15. Security Deposit. NO SECURITY DEPOSIT REQUIRED**

**16. Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Tenant shall pay to Landlord upon presentation of paid tax bills an amount equal to zero % of the increase in taxes upon the land and building in which the leased premises are situated.

**17. Common Area Expenses.** [This paragraph is intentionally deleted.]

**18. Tenant's Right of Termination.** Tenant may elect at any time to terminate this Lease upon thirty (30) days advance written notice to Landlord.

**19. Attorney's Fees.** In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all reasonable costs incurred in connection with such action, including reasonable attorney's fee.

**20. Waiver.** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.

**21. Notices.** Any notice which either party may, or is required to give, shall be given mailing same, postage prepaid, to Tenant at the premises, or Landlord at the address shown below, or at such other places as may be designated by the parties from time to time.

**Landlord:** The Harbor Shops, LLC  
1845 Cordova Road, Suite 206  
Fort Lauderdale, FL 33311  
Attn: John T. Loss

**Tenant:** City Manager  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
  
Frank Adderley, Chief of Police  
City of Fort Lauderdale  
1300 W. Broward Boulevard  
Fort Lauderdale, FL 33312

**22. Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

**23. Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

**24. Radon Gas Disclosure.** As required by law, Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Additional information regarding radon and radon testing may be obtained from your county public health unit.

**25 Locks/Keys.** Tenant (Tenant) cannot change locks without informing Landlord. Tenant must provide Landlord with a key if locks are changed.

**26. License/Permits.** Tenant must meet all city requirements including all permit and occupational license for opening and operating a business.

**27. Alterations.** Any alterations to the Premises made by Tenant must be restored to the original state of Premises upon termination of the lease.

**28. Termination right.** Tenant may termination this Lease upon thirty (30) days advance written notice to the Landlord.

**29. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.

**EXHIBIT "A" – PREMISES / FLOOR PLAN**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

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

AS TO LANDLORD:

WITNESS:

THE HARBOR SHOPS, LLC, a Florida limited liability company

By: JTL Trust Investments, LLC, a Florida limited liability company, Manager for The Harbor Shops, LLC

By: [Signature]  
John T. Loos, Manager

[Signature]  
[Witness type or print name]

[Signature]  
Linda Williams  
[Witness type or print name]

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 27 day of January, 2016 by John T. Loss, Manager for JTL TRUST INVESTMENTS, LLC, a Florida limited liability company, Manager for THE HARBOR SHOPS, LLC, a limited liability company. He is personally known to me or has produced (personally known) as identification and did not (did) take an oath.

(SEAL)



[Signature]  
Notary Public, State of Florida  
Print Name Linda C Williams  
My Commission Expires: 10/27/18  
FF 137403  
Commission Number

Lessor: The Harbor Shops, LLC  
Lessee: City of Fort Lauderdale  
Police Substation - Harbor Shops

AS TO TENANT:

WITNESSES:  
municipal corporation

Jeannette A. Johnson  
Jeannette A. Johnson  
[Witness type or print name]

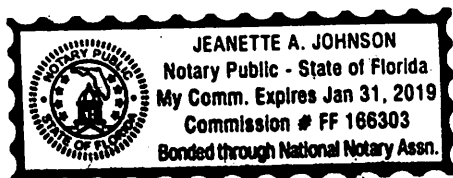
H Skandri  
Haterina Skandridakis  
[Witness type or print name]

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2016, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



STATE OF FLORIDA:  
COUNTY OF BROWARD:

Lessor: The Harbor Shops, LLC  
Lessee: City of Fort Lauderdale  
Police Substation - Harbor Shops

CITY OF FORT LAUDERDALE, a Florida

By John P. "Jack" Seiler  
John P. "Jack" Seiler, Mayor

By Lee R. Feldman  
Lee R. Feldman, City Manager

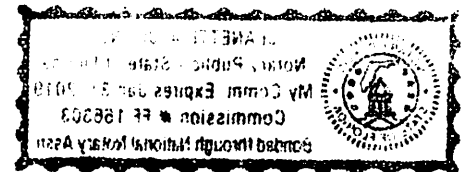
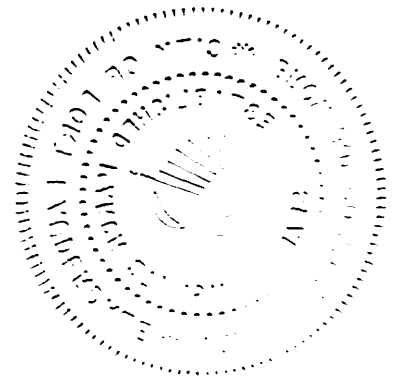
ATTEST: Jeff Modarelli  
Jeff Modarelli, City Clerk

Approved as to form:

Robert B. Dunckel  
Robert B. Dunckel Asst. City Attorney

Jeannette A. Johnson  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)  
Jeannette A. Johnson  
Name of Notary Typed, Printed or Stamped  
My Commission Expires: 1/31/19  
Commission Number FF 166303





The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2016, by **LEE R. FELDMAN**, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



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

Carla Foster

Name of Notary Typed, Printed or Stamped



**CARLA A FOSTER**  
MY COMMISSION # EE 180757  
EXPIRES: March 18, 2016  
Bonded Thru Budget Notary Services

My Commission Expires:

Commission Number

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**EXHIBIT "A"**



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