

**RESTATED AND AMENDED LEASE AGREEMENT
ANNIE BECK HOUSE**

THIS IS A RESTATED AND AMENDED LEASE AGREEMENT (hereinafter "Restated Lease"), made and entered into this _____ day of _____, 2018, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "LESSOR" or "CITY" or "Landlord"),

and

BROWARD TRUST FOR HISTORIC PRESERVATION, INC., a Florida not for profit corporation, P. O. Box 1060, Fort Lauderdale, FL 33302-1060, (hereinafter "LESSEE" or "BROWARD TRUST").

WITNESSETH:

WHEREAS, the Annie Beck House ("House") was constructed in 1916, is a landmark craftsman-style bungalow and its former owner, Annie Beck, a pioneer activist gardener, was the founder of the first Fort Lauderdale Garden Club. Prior to the Effective Date of this Lease the House has been located at 311 S.E. 11th Avenue, Fort Lauderdale, Florida; and

WHEREAS, LESSEE is a Florida not for profit corporation, an I.R.C. § 501 (c) (3) entity and is the owner of the House; and

WHEREAS, the House has been moved to a location within Middle River Terrace Park with an address of 1329 North Dixie Highway (a/k/a N.E. 7th Avenue); and

WHEREAS, LESSOR and LESSEE entered into a Lease Agreement for the relocation and operation of the House as the Annie Beck Education Center within the Middle River Terrace Park for a term of fifty (50) years dated June 17, 2008, ("Lease"); and

WHEREAS, the City Commission of the City of Fort Lauderdale authorized execution of the Lease by adoption of Resolution No. 08-130 at a Public Hearing pursuant to Charter Section 8.13 at its Regular Meeting of June 17, 2008; and

WHEREAS, it is the LESSOR'S and the LESSEE'S intent to restate and amend the Lease in order for BROWARD TRUST to lease the House to CITY for CITY's law enforcement purposes and for the BROWARD TRUST to relinquish to the CITY BROWARD TRUST'S leasehold of the Leased Premises during the time that the House is leased to CITY; and

WHEREAS, inasmuch as the CITY's use of the House and consequently the CITY's responsibility to insure the House would serve a legitimate municipal purpose; and

WHEREAS, it is recognized by the parties that throughout this Restated Lease the term LESSOR always refers to the CITY, the owner of the real property known as Middle River Terrace Park, and the term LESSEE always refers to Broward Trust for Historic Preservation, Inc.,

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties restate and amend the Lease as follows, indicating additions as underscored and ~~deletions~~ as stricken-through:

ARTICLE 1.

LEASE OF LEASED PREMISES

1.1. Lease. On the terms and conditions set forth in this Lease, and in consideration of the LESSEE's periodic payment of rents and performance of all other obligations and terms of this Lease, as of the Effective Date (hereinafter defined) the LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR and LESSOR grants LESSEE a possessory interest in and to the Leased Premises described below for the Term of the Lease, subject to the terms and conditions set forth in this Lease.

1.2. Leased Premises. The Leased Premises that LESSOR leases to LESSEE and LESSEE rents from LESSOR is described as follows:

A portion of Parcel "A", TREELOFT SQUARE, according to the Plat thereof, as recorded in Plat Book 113, page 23, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southwest corner of said Parcel "A"; thence South 89°54'24" East, along a portion of the South boundary of said Parcel "A" a distance of 213.92 feet to the Point of Beginning; thence North 00°05'36" East a distance of 72.37 feet; thence South 89°54'24" East, parallel with said South boundary a distance of 60.69 feet; thence South 67°21'32" East, a distance of 42.14 feet; thence South 22°38'28" West, a distance of 20.58 feet; thence South 07°51'21" West, a distance of 56.81 feet; thence South 00°20'56" West, a distance of 21.46 feet to a point on the Southerly boundary of said Parcel "A"; thence North 89°59'49" West, a distance of 29.83 feet; thence North 00°26'13" east, a distance of 40.59 feet; thence North 89°54'24" West, a distance of 54.37 feet to the Point of Beginning, the last three courses being coincident with the portions of the Southern boundary of said Parcel "A"; said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida, containing 7,664 square feet, more or less, a Sketch and Description of which is attached hereto as **Exhibit "A"**.

Whenever used herein, except as specified otherwise herein, the term "Leased Premises" shall include the real estate described above and all attachments and improvements and appurtenances thereto now existing or hereafter constructed.

The "Annie Beck House" ("House") shall be placed by LESSEE on the Leased Premises described in Exhibit "A". LESSEE shall retain ownership of the House.

Lessee hereby leases the Leased Premises subject to, and Lessee hereby agrees to comply with: (i) all applicable building codes, zoning regulations, historic designation regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Leased Premises or its use by Lessee; (ii) all covenants, easements and restrictions of record; and (iii) the terms, conditions and restrictions contained herein.

1.2.1. Drive aisle and parking spaces. During the term of this Lease, LESSEE shall also have the non-exclusive right to use the drive aisle, as same may exist from time to time, said drive aisle leading from North Dixie Highway to the Leased Premises described in **Exhibit "A"** together with non-exclusive right to use the parking area, as same may exist from time to time, East of the Leased Premises described in **Exhibit "A"** above.

1.2.2. Public utilities easement. Subject to the conditions set forth below, during the term of this Lease, LESSEE shall also have non-exclusive easement rights to use the following described parcel to connect to public utilities from the Leased Premises described in Exhibit "A" to Northeast 5th Terrace to the West, such public utilities easement area being described as follows:

Beginning at the Southwest corner of said Parcel "A"; thence South 89°54'24" East, along a portion of the South boundary of said Parcel "A" a distance of 213.92 feet; thence North 00°05'36" East a distance of 10.00 feet; thence North 89°54'24" East, parallel with and 20 feet North of, as measured at right angles, said South boundary, a distance of 213.92 feet to the Westerly boundary of said Parcel "A"; thence South 00°05'36" West along said Western boundary a distance of 20.00 feet to the Point of Beginning, a Sketch and Description attached hereto as **Exhibit "B"**.

Any proposed use of the non-exclusive public utilities easement area shall be subject to prior written approval of the Office of the City Engineer. The Office of the City Engineer shall approve all plans, specification and details both as to utility facilities and as to horizontal and vertical placement of utilities within the public utility easement area.

1.3. Limitations on Grant of Possessory Interest. It is expressly found by the LESSOR's City Commission that this Lease furthers and serves a valid municipal purpose. Except to the extent modified by the terms of this Lease, the grant of possessory interest by LESSOR to LESSEE is subject to the following:

1.3.1. Existing or future land planning, land use or zoning laws, building codes, ordinances, statutes or regulations of any governmental entity or agency for the United States of America, State of Florida, Broward County or City of Fort Lauderdale, or any other governmental agency having jurisdiction over the Leased Premises and with legal authority to impose such restrictions.

1.3.2. Each question of title and survey that may arise in the future, but LESSEE acknowledges that it has had the opportunity to examine the boundary lines and the LESSOR's present title, and that it is satisfied with respect to the accuracy and sufficiency of both.

1.3.3. LESSEE's satisfactory performance of all of the terms and conditions contained in this Lease.

1.4. Quiet Enjoyment. Except as otherwise expressly set forth herein, LESSOR represents and warrants that it has full right and authority to enter into this Lease and that LESSEE, while paying the Rent and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Landlord subject to the terms and provisions of this

Lease. In the event environmental remediation of the Leased Premises is ordered by any agency with jurisdiction over such matters, LESSEE agrees that LESSOR may conduct such environmental remediation and such remediation shall not be deemed a breach of quiet enjoyment.

1.5. Suspension of Possessory Interest. LESSEE's possessory interest in the Leased Premises may be suspended by LESSOR's City Manager ("City Manager") upon a declaration of a state of emergency by the federal government, State of Florida, Broward County or City of Fort Lauderdale in order that the City of Fort Lauderdale may make the Leased Premises available for a superior public interest relating to the state of emergency (e.g. food & water distribution center, emergency medical ~~facility~~ facility, etc.). The suspension of LESSEE's possessory interest shall be for such period of time as LESSOR's City Manager deems reasonably necessary.

1.6. Water and Sanitary Sewer. LESSEE shall bear all costs, charges and expenses relative to hooking the Leased Premises to the City's water and sewer service.

1.7. Annie Beck House; Revocable License. On April 15, 2008, LESSOR and LESSEE entered a Revocable License granting license to LESSEE to move the Annie- Beck House ("House") onto the Leased Premises described in **Exhibit "A"** prior to the Effective Date of this Lease for the purpose preserving LESSEE's ability to secure certain grant monies to incur expenses relative to laying a foundation for the House.

1.8. Contract Administrator. The Contract Administrator for LESSOR under this Lease shall be the City's ~~Director of Economic Development~~ Police Chief, or successor thereto as designated by the City Manager. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.9. Limitation on Possessory Estate. The parties acknowledge that as of the Effective Date of this Lease, the Leased Premises is zoned RM-15. The parties further acknowledge that the permissible uses of the Leased Premises as set forth in Section 4. 1 hereof are not permitted in an RM-15 Zoning District. The House may be located on the Leased Premises and renovations to the House are permitted consistent with the RM-15 zoning district, but that occupation and use of the House as set forth in Section 4.1 hereof is prohibited within the City's RM-15 Zoning District. The parties acknowledge that the LESSEE shall be prohibited from taking possession of the House for the purpose of occupying it and operating it in accordance with the permissible uses set forth in Section 4.1 until such time as the Leased Premises described in Exhibit "A" is rezoned to a Community Facility (CF) District and until LESSEE has received a Certificate of Occupancy for the House from the City's Building Official.

1.10 Lease of the House. Notwithstanding anything contained in this Lease Agreement to the contrary, subject to and conditioned on the City Manager's satisfaction with the results of an inspection of the House by a licensed structural inspector or engineer, BROWARD TRUST leases the House to CITY for a period beginning on the effective date of this Restated Lease and ending on June 30, 2058, unless the parties agree to terminate this Restated Lease earlier. CITY shall peaceably and quietly have, hold and enjoy the House for the term hereof without hindrance or molestation from BROWARD TRUST.

1.11 Leased Premises. Notwithstanding anything contained in this Lease Agreement to the contrary, subject to and conditioned on the City Manager's satisfaction with

the results of an inspection of the House by a licensed structural inspector or engineer, BROWARD TRUST relinquishes its leasehold of the Leased Premises to CITY during the time that the House is leased to the CITY. In the event at any time during the term of this Restated Lease CITY ceases to use the House as provided in this Restated Lease, then, upon thirty days' written notice by CITY to BROWARD TRUST, BROWARD TRUST's lease of the House to the CITY shall terminate, and the terms and conditions amended by this Restated Lease shall automatically revert to those preceding the effective date of this Restated Lease as if the Lease had not been restated and amended.

ARTICLE 2.

TERM OF LEASE

2.1. Term. The Term of this Lease commences on the "Effective Date" and runs for a period of fifty (50) years thereafter, unless the parties terminate the Lease earlier.

2.2. Effective Date. The Effective Date of this Lease shall be and is July 1, 2008.

2.3. Recordation Memorandum of Lease. A Memorandum of Lease, to be executed by both parties contemporaneous with the execution of this Lease, shall be recorded by LESSEE, at Lessee's expense, in the Public Records of Broward County, Florida on or about the Effective Date of this Lease.

ARTICLE 3.

RENT AND ADDITIONAL PAYMENTS

3.1. Amount and Payment of Rent. ~~As rent for the Leased Premises, LESSEE shall pay to LESSOR the annual rent of \$10.00 commencing with the Effective Date of this Lease and continuing each and every successive anniversary date thereafter through the balance of the Lease Term.~~ As rent for the House, CITY shall pay to BROWARD TRUST the annual rent of \$10.00 commencing on the effective day of this Restated Lease and continuing each and every successive anniversary date thereafter through the balance of the Lease Term.

3.2. Sales Tax. ~~To the extent applicable, LESSEE shall pay to Landlord the equivalent of six percent (6%) of all amounts paid as Rent hereunder, which sum is to be paid to the State of Florida by the LESSOR in respect of sales or use taxes. Should such tax rate change under the Florida Sales Tax Statute or other applicable statutes, LESSEE shall pay LESSOR the amounts reflective of such changes. To the extent applicable, LESSEE shall pay LESSOR in conjunction with all sums due hereunder, any and all applicable sales, use or other similar tax and any interest or penalties assessed therein ("Sales Tax") simultaneously with such payment.~~

3.3. Net Lease. ~~This Lease is a net lease and the payment of annual rent hereunder is to be net to the LESSOR such that, except as otherwise provided in this Lease, beginning on the Effective Date, all costs, expenses, taxes, special assessments, connection fees, and any other charges, fees or like impositions incurred or imposed against the Leased Premises, to the extent applicable, or any use thereof, including revenue derived therefrom, and any costs, expenses, fees, taxes or assessments in or upon the Leased Premises or improvements constructed thereon shall be made and paid by LESSEE in accordance with the provisions of this Lease, It being the intent of the parties that, except as may be specifically provided for~~

~~herein, LESSEE is responsible for paying all the expenses and obligations that relate to the Leased Premises or any improvements thereon and that arise or become due during the Term of this Lease.~~

3.4 Additional Rent Payments. In addition to the annual rent due under Section 3.1 and 3.2 hereof, all other payments that LESSEE is obligated to make under this Lease shall be considered "Additional Rent" regardless of whether the payments are so designated. All additional payments are due and payable within thirty (30) days rendition of a statement therefor.

3.5. Utility or service charges. ~~LESSEECITY~~ agrees to pay all charges for gas, electricity or other illumination, heating, air conditioning, water & sewer, storm water utility fees, and other similar service or administrative charges attributed to the Leased Premises. ~~If any of these charges remain unpaid after they become due, LESSOR may exercise its remedies as set forth in Article 11 of this Lease. LESSOR shall not be liable to LESSEE for damage or otherwise because of LESSEE's failure to arrange for or to obtain any utilities or services referenced above for the Leased Premises. No such failure, interruption or curtailment of such utilities or services shall constitute a constructive or partial eviction.~~

3.6. Lessee'sLessor's Tax Responsibilities. ~~The CITY agrees to pay any property taxes and special assessments levied on the House or on the Leased Premises by any applicable taxing authority to the extent the CITY's use of the House or the Leased Premises is not exempt from such taxation or special assessments. Subject to the provisions of Section 3.8 respecting LESSEE's right to challenge the validity of any tax, tax claim, assessment, fee or other governmental charge against the Leased Premises, the use thereof, improvements thereto or personalty located thereon, the LESSEE must pay all taxes and other governmental fees, charges or assessments that are related to the Leased Premises or personalty situated thereon or operations conducted thereon and that arise during the Lease Term. LESSEE shall pay all such taxes and other charges when due and before any fine, penalty, Interest or other cost is added, becomes due, or is imposed by operation of law for nonpayment. These taxes and other charges include, but are not necessarily limited to the following:~~

- ~~(a) All taxes, assessments, water, sewer, connection fees, garbage rates and charges, public utility charges, excise levies, licenses and permit fees;~~
- ~~(b) All such charges whether they are general or special, ordinary or extraordinary, foreseen or unforeseen, imposed upon the Leased Premise or use thereof or improvements thereto or personalty situated thereon;~~
- ~~(c) All such charges that are assessed, levied, confirmed or imposed upon the Leased Premises or use thereof or improvements thereto or personalty situated thereon;~~
- ~~(d) All such charges that arise from, become payable from or with respect to, or become a lien on any of the following:~~
 - ~~(1) All or any part of the Leased Premises or use thereof or improvements thereto or personalty situated thereon;~~
 - ~~(2) All or part of the improvements on the Leased Premises or personalty situated thereon;~~

- ~~(3) — Any appurtenance to the Leased Premises;~~
- ~~(4) — The rent and income received by the LESSEE from any subtenant;~~
- ~~(5) — Any use or occupation of the Leased Premises;~~
- ~~(6) — Any document to which the LESSEE is a party and that creates or transfers an interest or estate in the Leased Premises;~~
- ~~(7) — Sales or use tax arising from LESSEE's operations; or~~
- ~~(8) — Any taxes or charges applicable to the rents paid under this Lease.~~

3.7. ~~Payments and Receipts.~~ ~~LESSEE must deliver to LESSOR official receipts that show payment of all charges required under this Article. These receipts must be delivered to the place where the rental payments are to be made. The LESSEE shall pay every tax or other charge required to be made under this Article and shall deliver the receipts to LESSOR at least thirty (30) days before the charge or tax becomes delinquent under the law then governing payment of the tax or other charge, unless the tax or charge is challenged by LESSEE in accordance with Section 3.8 of this Lease.~~

3.8. ~~Lessee's Challenge of Tax.~~ ~~LESSEE may contest the validity of any tax, tax claim, or charge or assessment, described herein without being in default for nonpayment of taxes under this Lease, provided LESSEE complies with the terms and conditions of this Section. The LESSEE must give LESSOR written notice of LESSEE's intention to contest. LESSEE must also furnish LESSOR with a bond with surety by a surety company qualified to do business in the State of Florida or cash paid into escrow and held by LESSOR. The bond or cash must be in an amount that is 1.5 times the amount of the taxes, claim, charge or assessment being contested and must be conditions upon payment of the taxes, claim, charge or assessment once the validity has been determined. LESSEE must give the written notice accompanied by evidence of the bond or escrow to LESSOR not later than sixty (60) days before the contested taxes would otherwise become delinquent.~~

3.9. ~~LESSOR'S Remedy For LESSEE'S Nonpayment.~~ ~~If LESSEE fails, refuses, or neglects to pay any taxes, fees, assessments or other governmental charges under this Article, unless challenged as provided in Section 3.8 of this Lease, the LESSOR may pay them. On the LESSOR's demand, the LESSEE must pay the LESSOR all amounts LESSOR has paid, plus expenses and attorney's fees reasonably incurred in connection with such payments, together with interest at the rate of twelve (12.0%) per cent per annum from the date LESSOR paid such outstanding taxes, fees, assessments or other governmental charges. On the day the LESSOR demands repayment or reimbursement from LESSEE, the LESSOR is entitled to collect or enforce these payments in the same manner as a payment of rent. The LESSOR's election to pay the taxes, fees, assessments or other governmental charges does not waive the LESSEE's default.~~

3.10. ~~Cost Recovery and Fees.~~

3.10.1. ~~Annual Inspection Fees.~~ ~~LESSEE shall pay to LESSOR for each year of the Lease Term, starting with the first anniversary date after issuance of a Certificate of Occupancy for the building hereof and continuing annually on the anniversary date thereof for~~

~~the balance of the Lease Term, an annual inspection fee to be determined by the City Manager which such fee shall be based on the CITY's reasonable projected cost of periodically inspecting the Leased Premises for compliance with the terms and conditions set forth in this Lease over the then current fiscal year (October 1st through September 30th). The Annual Inspection Fees shall not exceed \$300.00 annually as of the Effective Date hereof, as adjusted by the CPI escalator clause set forth in Section 9.2(b) hereof.~~

3.10.2. — Recovery of Additional Costs of Administration. ~~In addition to the annual inspection fees set forth above, LESSEE shall also be obligated to pay additional fees to the LESSOR amounting to the recovery of reasonable costs incurred by LESSOR in its propriety capacity as LESSOR, as opposed to its governmental regulatory capacity, in the administration, monitoring and enforcement of the Lease, including, but not limited to, staff time, and reasonable cost of CITY attorneys' services associated with the preparation and administration of the Lease and any amendments thereto and including enforcement of the terms thereof.~~

3.10.3. — Rendition of Statement. ~~Upon the CITY providing a statement of fees and/or costs and a description of services rendered to LESSEE, LESSEE shall pay CITY within thirty (30) days the amounts owed in accordance with the Statement. For each month beyond thirty (30) days from rendition of the Statement to LESSEE for which the fee remains unpaid, simple interest of one percent (1%) per month shall be due the CITY. If a dispute arises as to the fees owed CITY under the Statement, and such dispute is not resolved within ninety (90) days after the date of rendition of the Statement, LESSEE shall pay the undisputed amount and shall provide CITY with a bond or other security acceptable to the City Manager for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, CITY shall be entitled to recover from LESSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails.~~

ARTICLE 4.

USE OF PREMISES

4.1 Permissible Uses. LESSEEBROWARD TRUST may use the Leased Premises for use as a public community facility to be operated as the Annie Beck Education Center for, among other things, the dissemination and exchange of information about the preservation of historically significant buildings and sites within the City of Fort Lauderdale and a resource center for the dissemination and exchange of information, exhibitions and classes about South Florida gardening. The House may be surrounded by an historic garden or garden with native plantings the purpose of leasing the House to the CITY. The CITY may use the House for any law enforcement purpose, including subleasing the House to a law enforcement officer employed by CITY as a residence on terms acceptable to the CITY and CITY's sublessee. The terms of any such sublease are not subject to BROWARD TRUST'S approval, and such sublease is not subject to BROWARD TRUST'S consent.

4.1.1. ~~The Leased Premises will be open to the public and shall be staffed, at a minimum, Monday through Friday from 9:30 AM to 4:30 PM. During such period the doors to the Education Center shall be unlocked providing the public with access to the House, including restroom facilities.~~

4.1.2. ~~The House will be occupied regularly on certain nights throughout~~

~~each month when LESSEE, Middle River Terrace Neighborhood Association, garden clubs and other not for profit organizations will hold regular meetings, provided the purpose of such meetings and use of the House is limited to the permitted uses within the City's Community Facility (CF) Zoning District.~~

~~**4.1.3.** In order that a public presence at Middle River Terrace Park may be enhanced, LESSEE agree to hold on the Leased Premises special events benefiting not for profit groups whose purpose and use are consistent with the City's Community Facility (CF) Zoning District.~~

~~**4.1.4.** LESSEE, as an advocate for historic preservation and serving as a resource for information and research related to the retention, rehabilitation and preservation of significant local architecture may use the House for the purpose of conducting tours; providing the public with illustrated lectures and institutional seminars; maintaining a website of significant structures and various sites through Fort Lauderdale; organize a museum and educational exhibitions relating to historic preservation and the retention, rehabilitation and preservation of significant local architecture and creating a library to those ends.~~

~~**4.1.5.** LESSEE may also use the Leased Premises for various exhibitions, lectures, meetings and displays related to pertinent South Florida gardens and creation of an historic garden designed by garden club volunteers, such garden being representative of typical early 20th century South Florida garden. The Leased Premises may also be used to establish and maintain a butterfly and other ecologically friendly plantings within the historic garden setting.~~

~~**4.1.6.** In addition to the principal use as a community facility, the Leased Premises may also be used to establish, maintain and operate an incidental office use accessory to the administration of the Annie Beck Education Center, which such office use will, at all times, be incidental and subordinate to operation of the House as a public community facility.~~

~~**4.2. Compliance With Regulations of Public Bodies.** LESSEE covenants and agrees that it shall, at its own cost and expense, make such improvements on the Leased Premises, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Leased Premises, in order to comply with the requirements relating to sanitation, fire hazard, zoning, setbacks, historic designation regulations, environmental requirements and other similar requirements designed to protect the public and worker environments. LESSEE shall not use the Leased Premises, nor shall the Leased Premises suffer any such use during the Term of this Lease, which is in violation of any of the statutes, laws, ordinances, rules or regulations of the federal, state, county, municipal government or any other governmental authority having jurisdiction over the Leased Premises.~~

4.3. Renovations to House; Site Plan for renovations or improvements of Leased Premises.

~~**4.3.1.** LESSEECITY agrees to undertake renovations to the exterior and interior of the House at its own cost and expense in order that the House may be used as a public community facility as set forth in Section 4.1 hereof. The exterior of the House shall be renovated in such a manner to as reasonably as possible replicate and preserve the historically significant exterior architecture of the House as originally constructed in 1916. At all times during the Lease LESSEE shall maintain the exterior of the House in a manner calculated to~~

~~optimally preserve the historically significant architectural features of the House as originally constructed in 1916 at CITY'S cost and expense in order that the House may be used for any law enforcement purpose, including as a residence. The City Manager is authorized to approve the design for any such interior renovations and sign any associated permit application. The City Manager shall consult with the city employee designated to perform historic reviews of properties prior to the authorization of interior renovations. Upon approval by the CITY's Historic Preservation Board, the CITY's City Manager is authorized to approve the design for any such exterior renovations, and sign any associated permit applications. CITY agrees to provide Broward Trust with a courtesy notice of any approved exterior renovations.~~

~~**4.3.2.** With respect to any renovations or improvements to the Leased Premises other than the interior of the House, as a condition precedent to such renovations LESSEE shall submit to the City Engineer a Leasehold Site Plan, including plans, specifications, and details for such proposed external renovations or improvements, for approval by the City Engineer, who shall consult with the Contract Administrator and the Director of Parks and Recreation prior to any such approval. The Leasehold Site Plan shall be submitted to the City Engineer for approval prior to commencing construction or installation of any renovations or improvements to the exterior of the House or other improvements to the Leased Premises. Prior to any such approval the City Engineer shall consult with the Director of Parks and Recreation. The approved site plan shall be retained on file in the Office of the City Engineer.~~

~~**4.4. Improvements.** With the exception of the interior of the House, LESSEE shall not construct any other improvements upon the Leased Premises that are not reflected on the approved Leasehold Site Plan without LESSOR's express written consent as set forth in Section 4.3 above. LESSEE shall not construct any improvements, nor perform any alteration, modification or demolition of improvements upon the Leased Premises without first (i) providing the City Engineer with a complete set of plans, specifications and details therefor and (ii) securing from the City Engineer written approval indicating that the proposed construction, alteration, modification or demolition is acceptable. As a condition of acceptance the City Engineer may impose reasonable conditions. The City Engineer shall not unreasonably withhold written approval of the plans and specifications for construction, alteration, modification or demolition of improvements. Any improvements constructed upon the Leased Premises shall be at the LESSEE's sole cost and expense. Upon expiration or termination of this Lease, any improvements constructed or placed on the Leased Premises, other than the House, shall remain with the Leased Premises, unless the City Engineer directs that such Improvements or portions thereof be demolished, in which case LESSEE shall demolish such improvements or portions thereof as directed by the City Engineer and shall do so at LESSEE's own cost and expense. LESSEE shall complete the renovations to the exterior and interior of the House, secure a Certificate of Occupancy or Certificate of Completion from the Building Official and have the Leased Premises operational as a public community facility as set forth in Section 4.1 hereof within eighteen (18) months of the Effective Date hereof. Upon good cause shown, the City Manager may extend the period for securing a Certificate of Occupancy on the House for no more than two (2) ninety (90) day extensions.~~

~~**4.4.1 Commencement of renovations.** LESSEE shall commence renovations on the House within (i) one month after the Effective Date of this Lease or (ii) one month after moving the House to the Leased Premises, whichever (i) or (ii) is the later event.~~

~~**4.5. Alterations, Additions, Modifications or Demolitions.** LESSEE shall not make any alterations, additions, modifications or demolitions to any portion of the Leased Premises other than the interior of the House that are not in accordance with the process~~

outlined in Section 4.3 or 4.4 above.

4.6. Liability for Personal Property. Broward Trust shall remove from the Leased Premises and from the House any and all of Broward Trust's personal property within thirty days after the effective date of this Restated Lease. The CITY's City Manager may dispose of any and all of Broward Trust's personal property remaining at the Leased Premises or in the House following thirty days after the effective date of this Restated Lease as the CITY'S City Manager deems appropriate.~~All personal property placed or moved onto the Leased Premises is at the sole risk of LESSEE or other owner of such personal property. LESSOR shall not be liable for any damage to such personal property, or for personal injuries to LESSEE or any of LESSEE's agents, servants, employees, contractors, guests or invitees or to trespassers on the Leased Premises that arise from any persons' tortious acts or omissions, regardless of the status of the person; provided, however, that if the damage or injury is caused by LESSOR's tortious acts or omissions, then, to the extent the damage or injury In question is caused by LESSOR's tortious acts or omissions, then LESSEE'S liability to LESSOR hereunder shall be proportionately abated.~~

4.7. Liability for Damages or Injuries. BROWARD TRUST's invitees to the Leased Premises and in the House are limited to members of BROWARD TRUST's board of directors and licensed inspectors, who are inspecting the House pursuant to Article 8 of this Restated Lease. LESSOR shall not be liable for any damage or injury Incurred or sustained in, on or about the Leased Premises when such damage or injury results from the tortious acts or omissions of any person, including LESSEE's guests, invitees, servants, agents, employees or contractors or trespassers on the Leased Premises; provided, however, that if the damage or injury is caused by LESSOR's tortious acts or omissions, then, to the extent the damage or injury in question is caused by LESSOR's tortious acts or omissions, then LESSEE's liability to LESSOR hereunder shall be proportionately abated.

~~**4.8. ADA.** LESSEE shall have the continuing obligation of compliance with the Americans With Disabilities Act, as same may be amended from time to time, with respect to the Leased Premises.~~

4.9. Historic Designation.

4.9.1. LESSEE shall not file an application for an Historic Designation of the Leased Premises as a Landmark or Landmark Site or pursuant to any other Historic Designation that would preclude removal of the House from the Leased Premises upon termination of the Lease.

4.9.2. Nothing herein shall preclude LESSEE from filing an application for an Historic Designation of the House as a Landmark as that term is defined in § 47-24.11.A.12 of the City's Uniform Land Development Regulations ("ULDR"). If the House is designated as a Landmark, the automatic designation of a Landmark Site, as defined in ULDR § 47-24.11.A.13, shall only include the footprint of the House as opposed to the totality of the Leased Premises or any other portion of Middle River Terrace Park. If and when the House is removed from the Leased Premises, it shall carry its designation as a Landmark and the underlying Landmark Site shall no longer carry an historic designation as a Landmark Site.

ARTICLE 5

HAZARDOUS SUBSTANCES

5.1. Definitions. For the purpose of administering this Article, the following terms shall have the meaning as set forth below:

~~(a) — *Environmental Agency* means a governmental agency at any level of government having jurisdiction over Hazardous Substances and Hazardous Substances Laws and the term as used herein shall also include a court of competent jurisdiction when used as a forum for enforcement or interpretation of Hazardous Substances Laws.~~

~~(b) — *Hazardous Substances* means any hazardous or toxic substances, materials or wastes, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table, 49 CFR 172.101 or by the Environmental Protection Agency as hazardous substances, 40 CFR Part 302, as now in effect or as same may be amended from time to time, or such substances, materials and wastes which are not or hereafter become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) radon, (v) any substance designated as a "hazardous substance" pursuant to Sec. 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et seq. or listed pursuant to Sec. 307 of the Clean Water Act, 33 U.S.C. Sec. 1317, (vi) defined as "hazardous waste" pursuant to Sec. 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq., (vii) defined as a "hazardous substance pursuant to Sec. 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et seq., or (viii) designated as a "hazardous substance" as defined in Chapter 403, Part IV, Florida Statutes, or (ix) any other similar federal, state or local regulations. The term Hazardous Substances shall not include the presence of arsenic on the Leased Premises prior to the Effective Date hereof.~~

~~(c) — *Hazardous Substances Laws* means all local, state and federal laws, ordinances, statutes, rules, regulation and orders as same may now exist or may from time to time be amended, relating to industrial hygiene, environmental protection and/or regulation, or the use, analysis, generation, manufacture, storage, disposal or transportation of Hazardous Substances.~~

~~**5.2. LESSOR'S Consent Required.** — After the Effective Date no Hazardous Substances shall be brought upon or kept or used in or about the Leased Premises by any person whomsoever, unless LESSEE first obtains written consent from the LESSEE's City Engineer. Those substances used by LESSEE in the normal course of its business in accordance with that list set forth on file in the Office of the City Engineer made a part hereof may be brought upon or kept or used in, on or about the Leased Premises and the use thereof upon the Leased Premises is hereby approved by LESSOR.~~

~~**5.3. Compliance With Hazardous Substances Laws.** — During the Lease Term, and with respect to Hazardous Substances brought onto the Leased Premises by any person whomsoever other than LESSOR, its agents, employees, contractors or licensees, LESSEE shall have the absolute responsibility to ensure that the Leased Premises are used at all times and all operations or activities conducted thereupon are in compliance with all Hazardous Substances Laws. With respect to Hazardous Substances brought on the Leased Premises described in **Exhibit "A"** during the Lease Term by any person whomsoever, other than~~

~~LESSOR, its agents, employees, contractors or licensees, LESSEE shall be absolutely liable to LESSOR for any violation of Hazardous Substances Laws.~~

~~5.4. Hazardous Substances Handling.~~

~~(a) With respect to Hazardous Substances brought onto the Leased Premises during the Lease Term by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or licensees, LESSEE shall ensure that any and all activities conducted upon the Leased Premises by any person other than LESSOR, its agents, servants, employees, contractors or licensees be conducted only in compliance with all Hazardous Substances Laws and all conditions of any and all permits, licenses and other Environmental Agency approvals required for any such activity conducted upon the Leased Premises.~~

~~(b) LESSEE covenants that In any activities conducted upon the Leased Premises by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or licensees, that Hazardous Substances shall be handled, treated, dealt with and managed in conformity with all applicable Hazardous Substances Laws and prudent industry practices regarding management of such Hazardous Substances.~~

~~(c) Upon expiration or earlier termination of the term of the Lease, LESSEE shall cause all Hazardous Substances which are brought upon the Leased Premises subsequent to the Effective Date by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or licensees, to be removed from the Leased Premises and to be transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Substances Laws; provided, however, that LESSEE shall not take any remedial action in response to the presence of Hazardous Substances in or about the Leased Premises, nor enter any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances Laws in any way connected with the Leased Premises, without first notifying LESSOR of LESSEE's intention to do so and affording LESSOR reasonable opportunity to appear, intervene, or otherwise appropriately assert and protect LESSOR's interest with respect thereto.~~

5.5. Notices.

(a) If at any time LESSEE shall become aware or have reasonable cause to believe that any Hazardous Substance has come to be located on or beneath the Leased Premises, Lessee shall immediately upon discovering such presence or suspected presence of the Hazardous Substance give written notice of that condition to LESSOR.

(b) In addition, LESSEE shall immediately notify LESSOR in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Substances Law, (ii) any written claim made or threatened by any person against LESSEE, the Leased Premises or improvements located thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances, and (iii) any reports made to any Environmental Agency arising out of or in connection with any Hazardous Substances in or removed from the Leased Premises or any improvements located thereon, including any complaints, notices, warnings or asserted violations in connection therewith.

(c) LESSEE shall also supply to LESSOR as promptly as possible, and, in any event, within five (5) days after LESSEE first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating In any way to the Leased Premises or improvements located thereon or LESSEE's use thereof.

5.6. Environmental Liabilities. [This Section intentionally deleted.]

5.7. ~~Hazardous Substances Indemnification.~~

~~(a) LESSEE agrees to and shall indemnify, defend and hold LESSOR harmless of and from any and all claims, demands, fines, penalties, causes of action, liabilities, damages, losses, costs and expenses (including attorneys' fees and expert witness fees) that LESSOR may sustain (unless it be proven by a preponderance of the evidence that any of the foregoing was caused by LESSOR's negligence or willful misconduct or that of LESSOR's agents, servants, employees, contractors, licensees, or predecessors in interest), occurring during the Lease Term and which resulted from Hazardous Substances brought upon the eased Premises, during the Lease Term by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or licensees.~~

~~(b) In addition, and not In limitation of the foregoing, LESSEE agrees to and shall indemnify, defend and hold LESSOR harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including attorneys' fees expert witness fees and court costs) arising from or in any way related to, damage to the environment, costs of investigation charged by Environmental Agencies, personal injury, or damage to property, due to a release of Hazardous Substances on, under, above, or about the Leased Premises or in the surface or groundwater located on or under the Leased Premises, or gaseous emissions (excluding methane, radon and other naturally occurring gases) from the Leased Premises or any other condition existing on the Leased Premises resulting from Hazardous Substances where any of the foregoing occurred during the Lease Term as a result of Hazardous Substances brought onto the Leased Premises by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors, licensees, or predecessors in interest.~~

~~(c) LESSEE further agrees that its indemnification obligations shall include, but are not limited to, liability for damages resulting from the personal injury or death of any employee, agent, independent contractor or volunteer of LESSEE, regardless of whether LESSEE has paid the employee under the Workers' Compensation Laws of the State of Florida, or other similar federal or state legislation for the protection of employees.~~

~~(d) The terms "property damage" as used in this Article includes, but is not limited to, damage to the property of the LESSEE, LESSOR and of any third parties caused by or resulting from LESSEE's breach of any of the covenants in this Article and shall include remedial activities performed by an Environmental Agency or by LESSEE pursuant to directives from an Environmental Agency.~~

~~(d) LESSEE shall further indemnify, defend and hold LESSOR harmless from and against any and all liability, including, but not limited to, all damages directly arising out of the use, generation, storage or disposal of Hazardous Substances in, on, under, above or about the Leased Premises during the Lease Term, including, without limitation, the cost of any required or necessary inspection required by law, audit, clean up required by law, or detoxification or remediation required by law and the preparation of any closure or other required plans, consent~~

~~orders, license applications, or the like, whether such action is required by law or not, to the full extent that such action is attributable to the use, generation, storage or disposal of Hazardous Substances in, on, under, above or about the Leased Premises during the Lease Term, and all fines and penalties associated with any of the foregoing.~~

~~(f) LESSEE agrees that the foregoing obligations to indemnify, defend and hold LESSOR harmless extends to and includes all reasonable attorneys' fees, experts' fees and costs incurred in the defense of any of the foregoing claims or demands as well as indemnifying LESSOR for any and all reasonable attorneys' fees, experts' fees and costs incurred by LESSOR in LESSOR's enforcement of the provisions of this Article respecting Hazardous Substances. The indemnification provided in this Lease shall survive the termination of this Lease, but shall end, with respect to any claim or cause of action, with the expiration of any applicable statute of limitation for such claim or cause of action.~~

~~(g) LESSEE's obligation to indemnify, defend and hold LESSOR harmless pursuant to this Article shall be with respect to claims, damages, fines, penalties, causes of action, liabilities, losses, costs and expenses, including attorneys' fees and experts' fees, which resulted from Hazardous Substances brought in, on, under, above or about the Leased Premises during the Lease Term by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or licensees.~~

~~5.8. Right Of Entry For LESSOR'S Tests.~~

~~(a) At any time during the Lease Term LESSOR may, upon reasonable prior written notice to LESSEE (taking into account the potential disruption of the LESSEE's operation) enter upon the Leased Premises for the purpose of conducting environmental tests ("LESSOR'S Tests") to determine the presence and/or extent of contamination by Hazardous Substances in, on, under, above, within or about the Leased Premises. LESSOR shall not be entitled to conduct the LESSOR'S Tests unless:~~

~~(i) An Environmental Agency shall have issued an notice of violation during the Lease Term with respect to the Hazardous Substances (which for the purpose of this Section shall include arsenic located on, within, above, about or under the Leased Premises before or after the Effective Date) on, within, above, about or under the Leased Premises; or~~

~~(ii) LESSOR has probable cause to believe that LESSEE has violated Hazardous Substance Laws relating to the LESSEE's use of the Leased Premises.~~

~~Notwithstanding the limitations set forth in (i) and (ii) above, LESSOR may conduct LESSOR'S Tests no less often than every five (5) years without being subject to the limitations set forth in (i) and (ii) above.~~

~~(b) LESSOR'S Tests shall be at the sole cost and expense of LESSOR. The cost and expenses relating to the LESSOR'S Tests shall not be included in the scope of any indemnification set forth in this Article, unless the Tests reveals the presence of Hazardous Substances at levels that are in violation of the Hazardous Substances Laws and which were not revealed by LESSEE prior to the Effective Date hereof. No LESSOR'S Tests shall be conducted until LESSOR has provided to LESSEE the name of the testing contractor (which shall be fully licensed to conduct the LESSOR'S Tests).~~

~~5.9. Environmental Procedure; Consent to Assignment.~~

~~(a) Any provisions herein to the contrary notwithstanding, LESSEE, or its proposed assignee, whichever the case may be, shall, at its own cost and expense, furnish to LESSOR a current (no more than 45 days prior to the proposed date of assignment or sublease) Phase I & Phase II (if warranted by the Phase I) Environmental Assessment of the Leased Premises, performed by environmental experts reasonably found qualified by LESSOR, as a condition precedent to LESSOR's consent to an assignment or sublease of the leasehold interest or any part thereof. The foregoing is referred to hereinafter as the "Environmental Procedure."~~

~~(b) The Environmental Procedure shall include a qualitative and quantitative analysis of the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises and which were not revealed by LESSEE prior to the Effective Date hereof.~~

~~(c) If the Environmental Procedure establishes the presence of Hazardous Substances at levels that are in violation of the Hazardous Substance Laws, then LESSOR may withhold consent to the assignment of the leasehold interest or any part thereof, until security is posed with LESSOR which is deemed by LESSOR to be reasonably adequate to cover 150% of the projected costs of any legally required clean-up, detoxification or remediation of the Leased Premises from the presence of Hazardous Substances in excess of the Environmental Baseline in, on, under, above, within or about the Leased Premises and any and all fines or penalties associated therewith.~~

~~5.10. Periodic Environmental Procedure.~~

~~(a) In addition to the requirements of this Article, LESSEE shall, if requested by LESSOR, periodically, as set forth herein, perform the Environmental Procedure for the benefit of LESSOR as follows:~~

~~(i) No sooner than the twenty-fourth (24th) anniversary date of the Effective Date, nor later than the twenty-fifth (25th) anniversary date of the Effective Date; and~~

~~(ii) No sooner than the forty-eighth (48th) anniversary date of the Effective Date, nor later than the forty-ninth (49th) anniversary date of the Effective Date.~~

~~The foregoing shall be referred to as the Periodic Environmental Procedure(s)"~~

~~(b) In each case, the Periodic Environmental Procedure(s) shall be completed, such that the updated Phase I and Phase II Environmental Assessments are delivered to the LESSOR no later than forty-five (45) days subsequent to the date specified in (i) or (ii) above.~~

~~(c) At the time of each Periodic Environmental Procedure, LESSEE shall comply with the remediation, clean-up and security requirements as set forth in the Periodic Environmental Procedure.~~

~~(d) If the Periodic Environmental Procedure establishes the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises that are at levels that are in violation of Hazardous Substance Laws, LESSEE shall post security with LESSOR which is deemed by LESSOR to be reasonably adequate to cover 150% of the projected costs of any legally required clean-up, detoxification or remediation of the Leased Premises from the presence of Hazardous Substances in violation of Hazardous Substance Laws in, on, under,~~

~~above, within or about the Leased Premises and any and all fines or penalties associated therewith.~~

ARTICLE 6.

CONDITION OF PREMISES

6.1. — LESSEE'S Acceptance and Maintenance of Leased Premises.

~~(a) — "AS IS" Condition. Except as to the presence of any Hazardous Substances within the Leased Premises (which for the purposes of this clause shall be deemed to include the presence of arsenic within the Leased Premises), LESSEE acknowledges that prior to the Effective Date hereof it has performed sufficient inspections of the Leased Premises in order to fully assess and make itself aware of the condition of the Leased Premises, and that LESSEE is leasing the Leased Premises in an "AS IS" condition. Except as may be expressly set forth in or required by this Lease, LESSEE acknowledges that the LESSOR has made no other representations or warranties as to the condition or status of the Leased Property and that LESSEE is not relying on any other representations or warranties of the LESSOR, any broker(s), or any agent of LESSOR in leasing the Leased Premises. Except as may be expressly set forth in or required by this Lease, LESSEE acknowledges that neither LESSOR nor any agent or employee of LESSOR has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to:~~

~~(1) — The nature, quality or condition of the Leased Premises, including, without limitation, the water, soil and geology;~~

~~(2) — The suitability of the Leased Premises for any and all activities and uses authorized under the terms of this Lease once the zoning to the Leased Premises is changed to a CF zoning classification;~~

~~(3) — The compliance of or by the Leased Premises or its permitted uses under with any laws, rules, ordinances or regulations of any applicable governmental authority or body once the zoning to the Leased Premises is changed to a CF zoning classification;~~

~~(4) — The habitability, merchantability or fitness for a particular purpose of the Leased Premises; or~~

~~(5) — Any other matter with respect to the Leased Premises.~~

~~Without limiting the foregoing, LESSOR does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any hazardous substances, as hereinafter defined, at, on, under or about the Leased Premises or the compliance or non-compliance of the Leased Premises with any laws, rules, regulations or orders regarding Hazardous Substances (collectively the "Hazardous Substances"). For purposes of this Lease, the term "Hazardous Substances" shall have the meaning as set forth in Article 5 hereof and for the purposes of this paragraph shall include arsenic. Hazardous Substances shall also include Radon Gas. LESSEE further acknowledges that neither LESSOR nor any agent of LESSOR has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Leased Premises other than as~~

~~may be specifically set forth in this Leased Premises. Accordingly, as between LESSOR and LESSEE under this Lease, the physical condition of the Leased Premises and compliance with all applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Leased Premises shall be the sole responsibility and obligation of LESSEE.~~

~~(b) LESSEE shall maintain the Leased Premises in a good state of repair and in a condition consistent with the Leased Premises intended use as set forth in Section 4.1 hereof. LESSEE shall not suffer or permit the commission of any waste or neglect of the grounds, landscaping, buildings, the fixtures and equipment that LESSEE brings, constructs or placed on the Leased Premises. LESSEE shall repair, replace and renovate the Leased Premises and all the improvements located thereon as often as is necessary to keep these items in a good state of repair.~~

~~**6.2. Damage To Leased Premises.** On LESSOR's demand, LESSEE shall pay for all damages to the Leased Premises that are incurred or sustained during the Lease Term, where such damages are not caused by LESSOR or any of its agents, servants, employees, contractors or licensees; provided, however, that if the damage or injury is caused by LESSOR's tortious acts or omissions, or if the tortious acts or omissions of LESSOR's agents, servants, employees, contractors or licensees, then, to the extent the damage or injury in question is caused thereby, then LESSEE's liability to LESSOR hereunder shall be proportionately abated. If LESSEE fails to repair any damage or destruction not caused by LESSOR or otherwise fails to maintain the Leased Premises after fifteen (15) days advance notice from LESSOR, then LESSOR may peaceably enter upon the Leased Premises during normal business hours and repair the damage or destruction or may conduct any maintenance that LESSOR deems necessary in its sole discretion. Under such circumstances, the cost of such repair or maintenance is considered additional rent.~~

~~**6.3. Condition At End Of Lease Term.** At the earlier of the expiration of the Lease Term or termination of this Lease, LESSEE shall quit the Leased Premises and surrender them to LESSOR. At the end of the Lease Term, except as otherwise provided herein LESSEE shall remove the House and other Improvements from the Leased Premises together with all pipes, conduits and utility lines connected thereto, unless otherwise directed by the Contract Administrator. Landscaping and garden improvements shall remain on the Leased Premises at the end of the Lease Term. The Leased Premises must be in good order and condition at the time of surrender thereof. At the time of surrender all landscaping shall be in a healthy and vibrant condition. LESSEE shall remove all personal property that belongs to LESSEE and shall repair all damage to the Leased Premises caused by such removal and the Leased Premises shall be restored to its condition prior to the Effective Date of this Lease.~~

ARTICLE 7.

LIENS

7.1. Liens Against The Leased Premises. 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 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 LESSOR's right, title or interest in and 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, as well as all persons 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 CITY, so as to confer upon a laborer bestowing labor upon or within the Leased Premises 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 CITY'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 CITY.

ARTICLE 8.

ENTRY AND INSPECTION OF PREMISES

8.1. LESSOR~~LESSEE'S~~ Inspection and Entry Rights. ~~Members of LESSORLESSEE'S Board of Directors and at the LESSEE'S direction, licensed inspectors, or any agent thereof, shall be entitled to~~may enter the Leased Premises by appointment made at least ten days in advance with the City Manager during any reasonable business hours for the purpose of inspecting the House~~any of the following reasons:~~

(i) ~~— To examine the Leased Premises;~~

(ii) ~~— To make all repairs, addition(s) or alteration(s) that LESSOR deems necessary for safety or preservation of the Leased Premises or improvements located thereon, after thirty (30) days advance notice to LESSEE that the Leased Premises or any portion thereof is in need of maintenance or repair and LESSEE fails to take appropriate curative actions; or~~

(iii) ~~— To remove signs, fixtures, alterations or additions that do not conform to the terms of this Lease after fifteen (15) days advance notice to LESSEE that the Leased Premises or any portion thereof is not in compliance with the terms of the Lease and LESSEE fails to take appropriate curative actions;~~

~~Provided that nothing herein shall be construed in such a manner as to impose upon LESSOR the obligation to so enter the Leased Premises and perform any act referenced above.~~

8.2. Liability For Entry. ~~LESSEELSSOR~~ shall have no claim or cause of action against ~~LESSORLESSEE~~ because of ~~LESSORLESSEE's~~ entry or other action taken under this Article, except to the extent that any such claim or cause of action is due to the intentional or grossly negligent conduct of ~~LESSORLESSEE or, members of LESSEES'S Board of Directors or LESSEE'S inspectors~~its agents, servants, employees, contractors or licensees.

ARTICLE 9.

INSURANCE AND INDEMNIFICATION

9.1. ~~Indemnity.~~

(a) ~~— LESSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights,~~

~~responsibilities and obligations of LESSEE under this Lease, conditions contained therein, the location, construction, repair, maintenance use or occupancy of the Leased Premises or improvements located thereon, or the breach or default by LESSEE of any covenant or provision of this Lease except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents and employees.~~

~~(b) Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Leased Premises, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.~~

~~(c) LESSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LESSEE shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing.~~

9.2. Insurance. ~~At all times during the term of this Lease Agreement, LESSEE, at its expense, shall keep or cause to be kept in effect the following insurance coverages:~~

~~(a) A general liability insurance policy, in standard form, insuring LESSEE and CITY as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Lease and the license granted herein with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and shall name the CITY as an additional insured. All such policies shall cover the activities under the Lease, including, but not limited to the possession, use, occupancy, maintenance, repair, and construction of additions, modifications, renovations or demolition of the Leased Premises or portions thereof. This policy shall not be affected by any other insurance carried by CITY.~~

~~(b) The minimum limits of coverage under subsections (a) and (d) may be adjusted by LESSOR, in LESSOR's sole discretion, every five (5) years, on the anniversary date of the Effective Date of this Lease, in accordance with the increase or decrease in the Consumer Price Index for "All Urban Consumers, U.S. All Items (1982 - 1984 = 100)" (hereinafter, CPI) published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by City. For the purposes of this subparagraph, the beginning CPI figures shall be the most recently published index figures in effect as of the Effective Date hereof. On the date(s) of adjustment, the adjusting figures shall be the most recently published figures in effect on the subject adjustment date(s).~~

~~(c) To the extent required by law, Workers' Compensation Insurance to apply to all LESSEE's employees and employees of contractors retained by LESSEE conducting work upon the Leased Premises, said coverage to be in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employers' Liability with a~~

~~limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.~~

- ~~(d) To the extent motor vehicles are owned or leased by LESSEE, Business Automobile Liability for all vehicles owned or used by LESSEE and LESSEE's contractors that are involved in the operation of the Leased Premises with limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.~~
- ~~(e) All of the policies of insurance provided for in this Lease:
 - ~~(i) shall be in the form and substance approved by the Department of Insurance of the State of Florida ("DOI");~~
 - ~~(ii) shall be issued only by companies licensed by DOI;~~
 - ~~(iii) Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the Effective Date of the License Term;~~
 - ~~(iv) shall be with a carrier having an A Best's Rating of not less than A, Class VII;~~
 - ~~(v) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis, and~~
 - ~~(vi) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon CITY and shall not be invalidated as to the interest of CITY by any act, omission or neglect of LESSEE.~~~~
- ~~(f) In any case where the original policy of any such insurance shall be delivered to LESSEE, a duplicated original of such policy shall thereupon be delivered to CITY's Risk Manager. All insurance policies shall be renewed by LESSEE, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CITY's Risk Manager, at least twenty (20) days prior to their respective expiration dates.~~
- ~~(g) CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect LESSEE's or Contractor's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to require any other reasonable insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.~~

9.3 Waiver Of Subrogation. ~~Each of the LESSOR and LESSEE hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance for any loss or damage to property~~

~~caused by fault or negligence covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for which such party may be responsible, including any other licensees or occupants of the Leased Premises; provided however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at the time and in any event only with respect to loss or damage occurring during such time as the releaser's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releaser to coverage thereunder and then only to the extent of the insurance proceeds payable under such policies. Each of LESSOR and LESSEE agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra costs shall be charged therefore, each party shall advise the other thereof and of the amount of the extra cost and the other party, at its election, may pay the same, but shall not be obligated to do so.~~

9.4 Property Insurance. At all times during the term of this Lease Agreement, CITY, at its expense, shall keep or cause to be kept in effect the following insurance or self-insurance coverage:

All Risk Property Coverage including Flood and Windstorm in an amount not less than 100% of the replacement value of the property.

This policy shall insure the interests of BROWARD TRUST and CITY in the property against all risk of physical loss and damage.

9.5 Liability Coverage. CITY maintains a risk management program in accordance with Section 768.28, Florida Statutes, which includes a program of self-insured and insured coverage for all workers' compensation, general and automobile liability exposures.

ARTICLE 10.

ASSIGNMENTS AND SUBLETTINGALIENATION

10.1. Assignment and SublettingAlienation.

(a) ~~LESSEE may~~shall not assign neither this Restated Lease Agreement~~nor any portion of its leasehold interest, nor sublet, license or grant any concession for the use of the Leased Premises to another person or entity without obtaining LESSOR's prior written consent. In any proposed assignment or sublease hereunder, LESSOR reserves the right to modify the rent and use terms.~~

(b) LESSEE shall not sell, donate, transfer, convey, mortgage, encumber, or alienate the House without obtaining LESSOR'S prior written consent, by written notice, advise LESSOR of its desire from and after a stated date (which shall not be less than thirty (30) nor more than ninety (90) days after the date of LESSEE's notice) to sublet the Leased Premises or any portion thereof for any part the term hereof or to assign the LESSEE's interest under this Lease. LESSEE shall supply LESSOR with such information, financial statements, verifications and related materials as LESSOR may request or desire to evaluate the written request to so sublet or assign; and in such event LESSOR shall have the right, to be exercised by giving written notice to LESSEE within thirty (30) days after receipt of LESSEE's notice and all of the aforesaid materials, to either refuse to consent to the proposed subletting or assignment upon

~~terms and conditions reasonable to LESSOR. Said notice by LESSEE shall state the name and address of the proposed sublessee or assignee, and (if a proposed sublessee) LESSEE shall deliver to LESSOR a true and complete copy of the proposed sublease with said notice.~~

(c) As a condition to LESSOR's prior written consent as provided for herein, the assignee or ~~sublessee~~grantee shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and LESSEE shall deliver to LESSOR promptly after execution, an executed copy of such ~~sublease or assignment or grant~~ and an agreement of said compliance by each ~~sublease or assignee~~ or grantee.

10.2. Continued Liability of LESSEE. ~~LESSOR's consent to any sale, assignment, encumbrance, subletting, occupation, lien or other transfer shall not release LESSEE from any of LESSEE's obligations hereunder or be deemed to be a consent to any subsequent occurrence. Any sale, assignment, encumbrance, subletting, occupation, lien against, or other transfer of this Lease or of the House by the LESSEE that does not comply with the provisions of this Article shall be void.~~

ARTICLE 11.

LESSOR'S REMEDIES

11.1. Remedies For Nonpayment of Rent or Additional Rent. ~~LESSOR has the same remedies for LESSEE's failure to pay rent as LESSEE's failure to pay additional rent.~~

11.2. Accord and Satisfaction. ~~If LESSEE pays or LESSOR receives an amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. LESSOR may accept any check or payment without prejudice to LESSOR's right to recover the balance due or to pursue any other available remedy.~~

11.3. Abandonment Of Leased Premises Or Delinquency In Rent. ~~If LESSEE abandons or vacates the Leased Premises before the end of the Lease Term, or if LESSEE is in arrears in rent or additional rent payments, LESSOR may cancel this Lease, subject to the notice and opportunity to cure provisions set forth in Section 11.4. On cancellation, LESSOR shall be entitled to peaceably enter the leased Premises as LESSEE's agent to regain or relet the Leased Premises. LESSOR shall incur no liability for such entry. As LESSEE's agent, LESSOR may relet the Leased Premises with or without any improvements, fixtures or personal property that may be upon it, and the reletting may be made at such price, in such terms and for such duration as LESSOR determines and for which LESSOR receives rent. LESSOR shall apply any rent received from reletting to the payment of the rent due under this Lease. If, after deducting the expenses of reletting the Leased Premises, LESSOR does not realize the full rental provided under this Lease, LESSEE shall pay any deficiency. If LESSOR realizes more than the full rental, LESSOR shall pay the excess to LESSEE on LESSEE's demand, after deduction of the expenses of reletting. Notwithstanding the foregoing, LESSOR is not obligated to relet the Leased Premises and LESSOR may, if it so elects, merely regain possession of the Leased Premises.~~

11.4. Dispossession On Default; Notice and Opportunity to Cure.

(a) If LESSEE defaults in the performance of any covenant or condition of this Lease, LESSOR may 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.

(b) If the default ~~(other than for nonpayment of rent or additional rent)~~ is of such a nature that it cannot be completely cured within the 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 ten (10) 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.

~~(c) 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.~~

11.5. Damages On Default. ~~If LESSOR retakes possession under Section 11.4, LESSOR shall have the following rights:~~

~~(a) LESSOR shall be entitled to rent and additional rent that is due and unpaid, and those payments will become due immediately, and will be paid up to the time of the re-entry, dispossession or expiration, plus any expenses (including, but not limited to attorneys' fees, brokerage fees, advertising, administrative time, labor, etc.) that LESSOR incurs in returning the Leased Premises to good order and/or preparing it for re-rental, if LESSOR elects to re-rent, plus interest on rent and additional rent when due at the rate of twelve (12.0%) percent per annum.~~

~~(b) LESSOR shall be entitled, but is not obligated, to re-let all or any part of the Leased Premises in LESSOR's name or otherwise, for any duration, on any terms, including but not limited to any provisions for concessions or free rent, or for any amount of rent that is higher than that in this Lease.~~

~~(c) LESSOR's election to not re-let all or any part of the Leased Premises shall not release or affect LESSEE's liability for damages. Any suit that LESSOR brings to collect the amount of the deficiency for any rental period will not prejudice in any way LESSOR's rights to collect the deficiency for any subsequent rental period by a similar proceeding. In putting the Leased Premises in good order or in preparing it for re-rental, LESSOR may alter, repair, replace, landscape or decorate any part of the Leased Premises in any way that LESSOR considers advisable and necessary to re-let the Leased Premises. LESSOR's alteration, repair, replacement, landscape or decoration will not release LESSEE from liability under this Lease.~~

~~(d) LESSOR is not liable in any way for failure to re-let the Leased Premises, or if the Leased Premises are re-let, for failure to collect the rent under the re-letting. LESSEE will not receive any excess of the net rents collected from re-letting over the sums payable by LESSEE to LESSOR under this Section.~~

11.6. Insolvency or Bankruptcy. Subject to the provisions hereof respecting severability, should LESSEE at any time during the Lease Term suffer or permit the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or an assignment of LESSEE for the benefit of creditors, or any action taken or suffered by LESSEE under any insolvency, bankruptcy, or reorganization act, shall at LESSOR's option, constitute a breach and default of this Lease by LESSEE and LESSEE agrees to provide adequate protection and adequate assurance of future performance to the LESSOR which will include, but not be limited to the following:

(a) All ~~monetary and non-monetary~~ defaults existing prior to the breach or default referenced above shall be cured within the time specified above that shall include all costs and attorneys' fees expended by LESSOR to the date of curing the default.

(b) All obligations of the LESSEE must be performed in accordance with the terms of this Lease.

If at any time during the pendency of the bankruptcy proceeding the LESSEE or its successor in interest fails to perform any of the ~~monetary or non-monetary~~ obligations under the terms of this Lease, or fails to cure any pre-filing default, or fails to make additional security deposit required under the Lease for the adequate assurance of future performance clause above, the LESSEE HEREBY STIPULATES AND AGREES TO WAIVE ITS RIGHTS TO NOTICE AND HEARING AND TO ALLOW THE LESSOR TOTAL RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 TO ENFORCE ITS RIGHTS UNDER THIS LEASE AND UNDER STATE LAW INCLUDING BUT NOT LIMITED TO ISSUANCE AND ENFORCEMENT OF A JUDGMENT OF EVICTION, WRIT OF ASSISTANCE AND WRIT OF POSSESSION.

~~**11.7. Condemnation.** LESSEE waives any claim of loss or damage, and any right or claim to any part of an award that results from the exercise of eminent domain power of any governmental body, regardless of whether the loss or damage arise because of condemnation of all or part of the Leased Premises. If any eminent domain power that is exercised interferes with LESSEE's use of the Lease Premises, the rentals under this Lease will be proportionately abated. If a partial taking or condemnation renders the Leased Premises unsuitable for LESSEE's purposes under this Lease, the Lease Term will cease as of the date the condemning authority requires possession. If an eminent domain power is exercised, LESSEE has no claim against LESSOR for the value of an unexpired term of this Lease.~~

11.8 Holding Over. LESSEE will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to LESSOR. If LESSEE retains possession of the Leased Premises or any part thereof after such termination, then LESSOR may at its option, serve written notice upon LESSEE that such holding over constitutes any one of: (i) renewal of this Lease for one year, and from year to year thereafter, (ii) creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (iii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the rent shall, in addition to all other sums which are to be paid by LESSEE hereunder, whether or not as additional rent, be equal to double the rent being paid to LESSOR under this Lease immediately prior to such termination. If no such notice is served, then a

tenancy at sufferance shall be deemed to be created at the rent in the preceding sentence, LESSEE shall also pay to LESSOR all damages sustained by LESSOR resulting from a retention of possession by LESSEE, including the loss of any proposed subsequent LESSEE for any portion of the Leased Premises. The provisions of this Section shall not constitute a waiver by LESSOR of any right of re-entry as herein set forth; nor shall receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants or obligations herein on LESSEE's part to be performed.

11.9. Cumulative Remedies. LESSOR's remedies contained in the Lease are in addition to the right of a ~~Landlord~~landlord under Florida Statutes governing non-residential Landlord- Tenant relationships and to all other remedies available to a ~~Landlord~~landlord at law or in equity.

ARTICLE 12.

MISCELLANEOUS

12.1. Requirement for Notice. LESSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above the Lease Area in which damage to property or injury to a person occurs.

12.2. Notices.

(a) Except as provided in subparagraph (eb) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Lease, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as CITY may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY:

City Manager
City of Fort Lauderdale
~~P.O. Drawer 14250~~100 North Andrews Avenue
Fort Lauderdale, FL ~~33302-4250~~33301

With copy to:

~~Director of Economic Development~~Police Chief
City of Fort Lauderdale
~~P.O. Drawer 14250~~1300 West Broward Boulevard
Fort Lauderdale, FL ~~33302-4250~~33312

With copy to: City Attorney
City of Fort Lauderdale
~~P.O. Drawer 14250~~100 North Andrews Avenue
Fort Lauderdale, FL ~~33302-4250~~33301

With copy to: ~~Victor Volpi, Senior Real Estate Officer~~
~~(or his successor)~~
~~City of Fort Lauderdale.~~
~~P.O. Drawer 14250~~
~~Fort Lauderdale, FL 33302-4250~~

AS TO LESSEE: Broward Trust for Historic Preservation, Inc.
P.O. Box 1060
Fort Lauderdale, FL 33302-1060
Attn: ~~Diane G. Smart~~Michaela M. Conca, President, or
successor

~~Broward Trust for Historic Preservation, Inc.~~
~~P.O. Box 1060~~
~~Fort Lauderdale, FL 33302-1060~~
~~Attn: Warren Adams, Executive Director, or successor~~

Broward Trust for Historic Preservation, Inc.
P.O. Box 1060
Fort Lauderdale, FL 33302-1060
Attn: ~~Susan Kimberlin~~Hartland McDonald, Secretary, or
successor

With copy to: ~~James E. White, Esq.~~
~~200 East Broward Blvd., Suite 1900~~
~~Fort Lauderdale, FL 33301~~

12.3. Time Is Of The Essence. Time is of the essence as to the performance of all terms and conditions under this Lease.

12.4. LESSOR'S Cumulative Rights. LESSOR's rights under the Lease are cumulative, and, LESSOR'S failure to promptly exercise any rights given under this Lease shall not operate of forfeit any of these rights.

12.5. Modifications, Releases and Discharges. No modification, release, discharge or waiver of any provision of this Lease will be of any effect unless it is in writing and signed by the LESSOR and LESSEE.

12.6. Time. In computing any period of time expressed in day(s) in this Lease, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

12.7. Captions. The captions, headings and title of this Lease are solely for convenience of reference and are not to affect its interpretation.

12.8. Survival. All obligations of LESSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this lease shall survive the expiration or earlier termination of the Term hereof.

12.9. Landlord Delays; Causes Beyond Control of Landlord. Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of Landlord.

12.10. Assignment, Pledge, Security Interest. LESSEE shall not voluntarily, involuntarily or by operation of law, assign, sell, pledge, grant a security interest, or in any manner transfer its leasehold interest herein or any interest therein or grant any right under the Lease without the prior written consent of LESSOR, which such consent may be granted or withheld in LESSOR's absolute discretion.

12.11 Interpretation of Lease; Severability. This Lease shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Lease, or the application of the remainder of the provisions, shall not be affected. Rather, this Lease is to be enforced to the extent permitted by law. Each covenant, term, condition, obligation or other provision of the Lease is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Lease, unless otherwise expressly provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires. This Restated Lease does not toll any time periods contained in the Lease.

12.12 Successors. This Lease shall be binding on and inure to the benefit of the parties, their successors and assigns.

12.13. No Waiver of Sovereign Immunity. Nothing contained in this Lease is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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

12.15. Non-Discrimination. LESSEE shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Lease because of race, age, religion, color, gender, gender expression, gender identity, national origin, marital status, disability or sexual orientation.

12.16. Records. Each party shall maintain its own respective records and documents associated with this Lease in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

12.17. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12.18. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease Agreement has been their joint effort.

12.19. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Lease and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

12.20. Governing Law. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Lease and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LESSEE expressly waives whatever other privilege to venue it may otherwise have.

12.21. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Lease if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LESSEE be deemed Force Majeure.

12.22. 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 buildings in Florida. Additional information regarding radon and radon testing may be obtained ~~from~~from your county ~~public health unit~~public health department.

IN WITNESS WHEREOF, the LESSOR and the LESSEE execute this Restated Lease as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Dean J. Trantalis, Mayor

By: _____
Lee R. Feldman, City Manager

Approved as to form:

Assistant City Attorney

WITNESSES:

Broward Trust for Historic Preservation, Inc.

Print Name:

By: _____
Michaela Conca, President

Print Name:

(Corporate Seal)

ATTEST:

Hartland McDonald
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Michaela Conca as President for Broward Trust for Historic Preservation, Inc., a Florida not for profit corporation.

(SEAL)

Notary Public, State of
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____