

RESOLUTION NO. 19-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE, FLORIDA, AS LESSOR, AND LAKEVIEW PLAZA, INC., A FLORIDA FOR-PROFIT CORPORATION, AS LESSEE, FOR THE LEASE OF PROPERTY DESCRIBED BELOW ON EXHIBIT "A" HERETO, SAID PROPERTY LOCATED AT THE 5700-6000 BLOCK OF 31ST AVENUE, FORT LAUDERDALE, FLORIDA; SAID LEASE BEING FOR A BASE TERM OF FIVE (5) YEARS AND ONE (1) FIVE (5) YEAR OPTION TO RENEW; REPEALING ANY AND ALL RESOLUTIONS IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale owns certain Property and improvements described herein located at the 5700-6000 block of 31st Avenue, Fort Lauderdale, Florida (the "Property") and being more particularly described in the Lease, attached hereto and made a part hereof; and

WHEREAS, the proposed Lessee (Lakeview Plaza, Inc., a Florida For-Profit Corporation) has leased the Property from the City since 1994. The Property is a small paved parcel measuring approximately 15 Feet x 446 Feet located in the rear of the proposed Lessee's business. The Property is to be used exclusively as parking for the proposed Lessee's staff; and

WHEREAS, on May 7, 2019 the City Commission adopted Resolution No. 19-86 declaring it to be in the best interest of the City that such Property be declared not needed for governmental purpose and advertised for lease under the provisions of Section 8.09 of the City Charter, subject to certain terms, conditions, limitations and restrictions; and

WHEREAS, on July 7, 2019 the City Commission of the City of Fort Lauderdale adopted Resolution No. 19-125, having evaluated any and all proposals submitted for the Property and accepting the proposal of the proposed Lessee as being the most advantageous lease for the City and authorizing the proper City Officials to negotiate and prepare a Lease Agreement therewith; and pursuant to Charter Section 8.09 at least three (3) days before the Commission meeting dated August 20, 2019, the Lease has been posted on a public bulletin board by the City Clerk and each Commissioner has been given a copy of the Lease with a cover summary letter; and

WHEREAS, citizens and taxpayers have been granted an opportunity to object to the terms and conditions of the lease; and

WHEREAS, the City Commission, satisfied with the terms and conditions of such lease, therefore authorizes execution of the lease by the proper City officials;

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

SECTION 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. That the City Commission hereby authorizes execution of the Lease by the Mayor and City Manager in substantially the form attached hereto, subject to final review and approval by the City Attorney's office.

SECTION 3. That the City Attorney shall review and approve as to form the terms and conditions of the Lease prior to execution thereof by the proper City Officials.

SECTION 4. That any all Resolutions in conflict herewith are hereby repealed.

SECTION 5. That this Resolution shall take effect upon final passage

ADOPTED this the 20th day of August, 2019.



Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
JEFFREY A. MODARELLI

LEASE AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2019, between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "Lessor,"

and

LAKEVIEW PLAZA, INC., a Florida Corporation, hereinafter referred to as "Lessee".

Pursuant to Section 8.09 of the City Charter of Lessor, the City Commission of Lessor adopted Resolution No. 19-86 at its meeting of May 7th, 2019, authorizing the lease of certain property owned by Lessor located West of N.W. 31st Avenue and South of N.W. 62nd Street, for use as a parking lot.

By Resolution No. 19-_____, adopted at its meeting of August 20, 2019 the proper officials of Lessor were authorized to enter into this Lease.

In consideration of mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Premises.

Lessor hereby leases to Lessee the lands described and depicted on Exhibit "A", attached to and made a part of this Lease (hereinafter referred to as "Premises"). The Lessee shall make no use of the Premises other than as a paved parking lot for motor vehicles.

2. Term.

A. Original: The Term of this Lease shall commence on October 1, 2019, and continue for a period of five (5) years.

B. Option: Provided that the Lessee is not in default of its obligations under this Lease, Lessee shall have the option of extending the Original Term for one (1) additional period of five (5) years, commencing at midnight on the date on which the Original Term of this Lease terminates. The Option Term shall be exercised by the Lessee by giving the Lessor written notice that it intends to renew this Lease, which notice must be given not later than ninety (90) days prior to the expiration of the Original

Term. The parties shall be bound to the agreements of this Lease for such additional term of years as set forth, subject to any increase in rental.

3. Rental.

A. For the Original and Option Term, the Lessee covenants and agrees to pay to Lessor an annual base rental equal to \$4,014.00, plus Florida State sales taxes per year on a triple net basis. The annual base rental rate shall be increased annually by three (3) percent over the prior annual rental rate after the first year of Lessee's tenancy.

The first rental payment shall be paid in advance on the commencement date of this Lease. Each subsequent annual rental payment shall be made on the anniversary date of the commencement date of this Lease.

B. Rental Payments for the Option Term shall be paid in advance beginning with the commencement date of the Option Term with each subsequent annual rental payment made on the anniversary date of the commencement of the Option Term. The annual base rental rate during the Option Term shall be increased annually by three (3) percent over the prior annual rental rate.

4. Compliance with Regulations.

The Lessee covenants and agrees that it shall comply with all applicable governmental regulations relating to the Lessee's use of the Premises.

5. Litigation.

In the event Lessor commences litigation to enforce its rights hereunder, Lessor shall be entitled to receive its reasonable attorney's fees and court costs incurred in such litigation, including in any appellate proceedings.

6. Indemnification against Claims.

Lessee shall indemnify and save harmless the Lessor from and against any and all claims arising during the term of this Lease for any personal injury, loss of life and against all costs, attorney's fees and expenses and liabilities incurred in connection with any such claim, investigation thereof, or the defense of any action or proceeding brought thereon and from and against any orders, judgments and decrees which may be entered therein.

7. Insurance.

At all times during the term of this Lease Agreement, Lessee, at its sole 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 Lessor as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Lease with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate and shall name the Lessor 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 Lessor.

B. The minimum limits of coverage under subsections (a) and (d) may be adjusted by Lessor, in Lessor's sole discretion, 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" (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 LESSOR. 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. Workers' Compensation Insurance to apply to all Lessee's employees and employees of contractors retained by Lessee conducting work upon the 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. Business Automobile Liability for all vehicles owned or used by Lessee and Lessee's employees and contractors that are involved in the operation of the 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:

a) shall be in the form and substance approved by the Florida Office of Insurance Regulations ("FIOIR")

b) shall be issued only by companies licensed by FIOIR,

c) Certificates of Insurance pertaining to same shall be delivered to Lessor, at least fourteen (14) days prior to the Effective of the Lease Term,

d) shall be with a carrier having an A Best's Rating of not less than A, Class VII,

e) 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

f) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon Lessor and shall not be invalidated as to the interest of Lessor 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 Lessor'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 Lessor's Risk Manager, at least thirty (30) days prior to their respective expiration dates.

G. Lessor does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Lessee's interests or liabilities but are merely minimum requirements established by Lessor's Risk Management Division. Lessor reserves the right to require any other reasonable insurance coverage that Lessor deems necessary depending upon the risk of loss and exposure to liability.

H. Any and all net insurance proceeds received by or on account of Lessee under this Lease shall be deposited with the primary depositor for the Lessor, to be held in escrow for the benefit of the Lessee and Lessor, and said funds shall be used for the purpose of reconstruction or repair, as the case may be, of the Premises so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with all applicable building and zoning codes and regulations or standards promulgated by any governmental agency having subject matter jurisdiction. Should the costs of regulations or repair exceed the amount of funds available from the proceeds of such insurance policy, then, and in such event, such funds shall be used as far as the same will permit in paying the costs of reconstruction or repair.

I. Waiver of Subrogation - Each of the parties, 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 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.

8. Access to Wellfields.

The Lessor or its agents shall have the right to enter the Premises at all reasonable hours for access to its adjacent wellfields or for any other purpose not inconsistent with the terms of this Lease.

9. No Liens Created.

The Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Lessor in and to the land covered by this Lease and that no person shall ever be entitled to any lien directly or indirectly derived through or under the Lessee or its agents or servants or on account of any act or omission of said Lessee which lien shall be superior to the lien of this Lease reserved to the Lessor upon the Premises. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, the Lessee shall discharge the same within ninety (90) days after Lessee is notified of same by paying the same of filing a bond or otherwise as permitted by law. The lessee shall not be deemed to be the agent of the Lessor so as to confer upon a laborer bestowing labor upon the Premises or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a mechanic's lien upon the Lessor's estate under the provisions of Chapter 713, Florida Statutes or any amendments hereto.

10. Taxes.

The Lessee shall pay any and all taxes assessed on the Premises or the improvements thereon or the leasehold interest, whether ad valorem or otherwise.

11. Repairs and Maintenance.

The Lessee agrees at its expense to keep and maintain the Premises in good state of repair and first -class condition.

12. Non-Waiver.

Failure of the Lessor to insist upon strict performance of any of the covenants, conditions and agreements of this lease in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements. The parties also agree that upon the Lessee's abandonment or surrender or attempted abandonment or attempted surrender of the Premises, the Lessor shall have the right to retake possession of the Premises or any portion thereof and such retaking of possession shall not constitute acceptance of the Lessee's abandonment or surrender thereof.

13. Bankruptcy of Lessee.

Should the Lessee at any time during the term of this Lease suffer or permit an involuntary or a voluntary petition of bankruptcy to be filed against it or institute a composition or arrangement proceeding under Chapter 7, 11, or 13 of the Bankruptcy Code, or as it may be amended from time to time, the Lessee shall have the right at its election to consider same a material default on the part of the Lessee of the terms and provisions hereto and, in the event of such default not being cured by the Lessee within a period of ninety (90) days from the date of the giving by the Lessor of written notice to the Lessee of the existence of such default, the Lessor shall have the option of declaring this Lease terminated and the interest of the Lessee forfeited, or the Lessor may exercise any other options herein conferred upon it.

14. Default.

If the Lessee shall fail to keep and perform any of the conditions, covenants and agreements herein provided to be performed by the Lessee, and such default shall continue for a period of thirty (30) days from the date of Lessor's written notice of existence of such breach, directing that the said default be corrected within thirty (30) days of the date of said notice, the Lessor shall have the right to treat such a default as intentional, excusable and material and, thereupon the Lessor, by notice in writing to the Lessee, may declare this Lease ended and without further force and effect. Thereupon, the Lessor is authorized to re-enter and re-possess the Premises either with or without legal process, and the Lessee does, in such event, hereby waive any demand for possession of the Premises and agrees to surrender and deliver up the Premises peaceably to the Lessor. In the event of such forfeiture, the Lessee shall have no claim whatsoever against the Lessor by reason of improvements made upon the Premises, rent paid, or from any other cause whatsoever. In the event of such forfeiture, the title and right of possession to all personal property, except for any automobiles, usually situated on the Premises, shall automatically vest in the Lessor, free and clear of any right or interest herein by the Lessee. This provision shall not be construed so as to divest the Lessor, in the event of such default, of any legal right and remedy which it may have by statutory or common law, enforceable at law, or in equity, it being intended that this provision shall afford to the Lessor a cumulative remedy in addition to such other remedy or remedies as the law affords a Lessor when the terms of a Lease have been broken by a lessee.

15. Subordination.

The Lessor shall never be obligated to subordinate its fee title interest.

16. Quiet Enjoyment

The Lessor hereby covenants and agrees with the Lessee that the Lessee shall quietly and peaceably hold, possess and enjoy the Premises for the full term of this Lease without let, hindrance of molestation from the Lessor or any persons claiming by, through or under it, or any person or persons whomsoever, and the Lessor hereby covenants and agrees with the Lessee that it is seized of the Premises in fee simple, free and clear of all encumbrances, except conditions and limitations of record.

17. Notices.

All notices required by law and by this Lease to be given by one party to the other shall be in writing and sent by registered or certified mail to the following addresses:

Lessor: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Lessee: Lakeview Plaza, Inc.
C/O Joel Lavendar, ESQ.
207 Southeast 11th Court
Fort Lauderdale, Florida 33316

or to such other addresses as the Lessor or the Lessee may by writing to the other designate.

18. Assignment and Sublease.

The Lessee shall have no right to assign its rights and obligations under this Lease or to sublet the Premises without the prior written consent of the Lessor. For purposes of this Article, a sale by the Lessee of more than fifty-one percent (51%) of its authorized and outstanding shares shall constitute an assignment of this Lease. The Lessor shall not unreasonably withhold or delay its consent to any assignment or sublease.

19. No Third Party Beneficiaries.

Except as may be expressly set forth to the contrary herein, 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.

20. 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, national origin, marital status, disability or sexual orientation.

21. 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 Chapter 119, Florida Statutes, to the extent Chapter 119 may be applicable to that entity.

22. Final Repository.

The Parties hereto mutually represent and warrant to each other that this Lease constitutes the final repository of all agreements of the parties relating hereto and that there are no other verbal representations, warranties, or conditions between the Lessor and Lessee.

23. Annual Budgetary Funding/Cancellation

This Lease and all obligations of Lessor hereunder are subject to and contingent upon annual budgetary funding and appropriations by the City of Fort Lauderdale Board of City Commissioners. Notwithstanding anything contained in this Lease to the contrary, Lessor may cancel this Lease for any reason upon ninety (90) days prior written notice to Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]

IN WITNESS WHERE, the parties hereto caused this lease to be executed the day and year first written above.

LESSOR

WITNESSES:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of
Florida.

Sign

Print Name

DEAN J. TRANTALIS, Mayor

Sign

Print Name

CHRIS LAGERBOOM, City Manager

(CORPORATE SEAL)

ATTEST:

JEFFREY A. MODARELLI, City Clerk

Approved as to form:
ALAIN E. BOILEAU, City Attorney

By: _____
JAMES BRAKO
Assistant City Attorney

LESSEE

WITNESSES:

LAKEVIEW PLAZA, INC.,

Signature

By: _____

Signature

Print Name

Print Name, Title

Signature

Print Name

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as _____ for LAKEVIEW PLAZA, INC., a Florida corporation, on behalf of the corporation, authorized to conduct business in the State of Florida.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

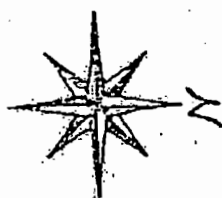
☐ Personally known or ☐ Produced identification

Type of Identification _____

FOR: _____

NOTE

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the information shown herein. There has been no field work, staking of the subject parcel boundaries and in connection with the preparation of the information shown herein.



SCALE: N.T.S.

P.O.C.
SE. CORNER
TRACT "B"
PALM AIRE
VILLAGE 4TH
SECTION
B 96, P 35
(B.C.R.)

N 1° 29' 21" W

47.83'

P.O.B.

15.00'
90°

N 1° 29' 21" W

446.00'

E. LINE TRACT "B"

TRACT "A"

TRACT "B"

S 1° 29' 21" E

446.00'

50' INGRESS, EGRESS UTILITY
AND WELL EASEMENT

S 88° 30' 39" W

15.00'

DESCRIPTION:

A portion of Tract "B" PALM AIRE VILLAGE 4th SECTION, according to the Plat thereof recorded in Plat Book 96, Page 35 of the Public Records of Broward County, Florida being more particularly described as follows:

Commencing at the Southeast corner of said Tract "B"; thence N 1° 29' 21" W along the East line of said Tract "B", a distance of 47.83 feet to the point of beginning of this description; thence continue N 1° 29' 21" W along the last described course, a distance of 446.00 feet; thence S 88° 30' 39" W, a distance of 15.00 feet; thence S 1° 29' 21" E along a line parallel with and 15.00 feet West of as measured at right angles to the East line of said Tract "B", a distance of 446.00 feet; thence N 88° 30' 39" E, a distance of 15.00 feet to the point of beginning.

Said lands situate lying and being in Broward County, Florida
Containing 6690 Square Feet more or less

CERTIFICATE:

I hereby certify that this description and sketch conforms to Chapter 21HH-6.06(1), Minimum Technical Standards for land surveying in the State of Florida as adopted by the Department of Professional Regulation, Board of Land Surveyors, in September 1981 and is true and correct to the best of my knowledge and belief.

DATE: 1/25/89

THIS SECTION IS NOT VALID UNLESS
BEARS AN ORIGINAL SIGNATURE AND
A LICENSED SURVEYOR SEAL

William A. Trueman
REGISTERED LAND SURVEYOR
STATE OF FLORIDA

DATE: 1/25/89

REVISIONS	DATE	BY	CHK'D

NOTE: The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. representations or guarantees as to the information reflected herein pertain to easements, rights-of-way, set back lines, reservations, agreements and other matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE: Lands shown herein were not abstracted for right-of-way and easements of record. CRAVEN-THOMPSON & ASSOC. INC. COPYH.

1/25/89

DRAWN BY

JAT

BY: J.T.C.

ODE

PAGE NO.

EXHIBIT "A"

Dana One

