

## PARKING LEASE AGREEMENT

This Parking Lease Agreement is made this day of 17<sup>th</sup>, July, 2020 (the "Effective Date") by and between the City of Fort Lauderdale Florida, a Florida municipal corporation (the "City") and Las Olas SMI, LLC, a Delaware limited liability company ("Tenant").

WHEREAS, the City and Tenant are parties to that certain Ground Lease Agreement dated April 30, 2018 (the "Ground Lease"); and

WHEREAS, the City and Tenant desire to enter into a Parking Lease Agreement for the Las Olas Parking Garage, located at 200 E. Las Olas Circle pursuant to Section 8.08 of the City Charter of the City of Fort Lauderdale, by which the City agrees to rent or lease parking spaces in a municipal parking lot or area for a period not to exceed fifty (50) years; and

WHEREAS, the City owns a parking garage with 663 parking spaces at 200 East Las Olas Circle (the "Las Olas Parking Garage"); and

WHEREAS, the City approved that certain site plan and related actions in accordance with the site plan on July 9, 2019 concerning the redevelopment of the marina and upland areas commonly known as the Las Olas Marina (the "Marina Redevelopment" or the "Marina"); and

WHEREAS, the Marina Redevelopment, as outlined in the Ground Lease, has a need to provide parking spaces to marina patrons, guests, and staff within the Las Olas Parking Garage and the City has available parking in the Las Olas Parking Garage; and

WHEREAS, the City Commission has authorized the City Manager to execute this Parking Lease Agreement with Tenant, for the Lease Term as defined in the Ground Lease, subject to certain conditions, as provided herein below.

NOW THEREFORE, in consideration of the execution and mutual performance of the Ground Lease and the mutual covenants and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Premises.** In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the City demises and leases to the Tenant, and Tenant rents from City, the real property consisting of parking spaces in the Las Olas Parking Garage and legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon (the "Premises").

2. **Integration.** The foregoing recitals are true and correct and are hereby incorporated into this Parking Lease Agreement (hereinafter this "Agreement").
3. **Parking Permit, Decals, Vehicle Plate Registration.** For the purposes of this Agreement, "Parking Permit" will be defined as any decals, dashboard passes, hangtags, or electronic vehicle plate registrations that are issued by or registered with Tenant and/or the City. Any other parking permits will be considered invalid for the purposes of this Agreement and will subject the vehicle to citation, immobilization, or tow or other enforcement procedures customarily utilized by the City and/or the City's enforcement contractors. Decals shall be affixed to the rear of the vehicle and hangtags shall be hung from the rearview mirror. Parking Permits will be distributed in accordance with the terms of this on an as-needed basis to ensure compliance, mitigate fraudulent actions, or any other operational need. The City reserves the right to adjust the parking permit ordering, distribution, and registration processes, through methods such as virtual permits, online processing, and other technological advancements.
4. **Marina Parking Spaces.** Through this Agreement, the City has created a marina parking program to provide for the operational needs of the Marina's patrons, guests, vendors, and staff ("Marina Parking Program"). Permits for the use of the Tier One Parking Spaces, the Tier Two Parking Spaces, and the Tier Three Parking Spaces (each defined below) shall be valid twenty-four (24) hours a day seven (7) days a week ("Tenant Permits"). The Marina Parking Program will provide parking spaces and Tenant Permits, as applicable, to the Marina as follows:
  - a. *Tier One Parking Spaces.* "Tier One Parking Spaces" shall be defined as those certain 100 spaces to be designated as "Marina Parking Only" within the Las Olas Parking Garage which shall be for the exclusive use of the Marina, including valet operations, as denoted in Exhibit "A" attached hereto. Beginning on the Parking Commencement Date, these Tier One Parking Spaces will be designated via parking signs within the garage. Tenant Permits will be issued for the use of the Tier One Parking Spaces at no charge to Tenant, including during Special Events (as defined hereinafter), but not during FLIBS (as defined hereinafter).
  - b. *Tier Two Parking Spaces.* "Tier Two Parking Spaces" shall be defined as up to 65 spaces (as elected by Tenant on an annual basis upon 90 days prior notice to City) to be designated as "Marina Parking Only" within the Las Olas Parking Garage which shall be for the exclusive use of the Marina, including valet operations, as denoted in Exhibit A attached hereto. Upon Tenant's election as set forth herein, Tier Two Parking Spaces will be designated via parking signs within the garage. Tenant Permits will be issued for the use of the Tier Two Parking Spaces for the number of Tier Two Parking Spaces elected by Tenant at the then current publicly posted rate offered by the City (which as of the Effective Date is fifty dollars (\$50.00) per space per month) (the "Public Parking Rate") plus a mark-up of twenty-five percent (25%). Upon ninety (90) days prior notice from Tenant

to City, Tenant will have the ongoing right to expand (or contract/reduce) the total number of Tier Two Parking Spaces, not to exceed 65 total spaces.

c. *Tier Three Parking Spaces.* "Tier Three Parking Spaces" shall be defined as up to 50 spaces (as elected by Tenant on a quarterly basis upon 90 days prior notice to City) to be designated as "Marina Parking Only" within the Las Olas Parking Garage which shall be for the exclusive use of the Marina, including valet operations, as denoted in Exhibit "A" attached hereto. Upon Tenant's election as set forth herein, these Tier Three Parking Spaces will be designated via parking signs within the garage. Tenant Permits will be issued for the use of the Tier Three Parking Spaces for the number of Tier Three Parking Spaces elected by Tenant at the Public Parking Rate plus a mark-up of fifty percent (50%). Upon ninety (90) days prior notice from Tenant to City, Tenant will have the ongoing right to expand (or contract/reduce) the total number of Tier Three Parking Spaces, not to exceed 50 total spaces.

d. *Additional Monthly Parking Spaces.* Beginning on the Parking Commencement Date, Tenant will have the option to purchase up to 100 additional non-exclusive parking permits for monthly general parking within the Las Olas Parking Garage from the City at the Public Parking Rate. These monthly permits shall be valid during such times and subject to such rules and regulations as are available to the general public. Tenant will inform the City in advance of its monthly parking permit needs under this Section 3(d) for the upcoming month on or before the 15<sup>th</sup> day of each month. If Tenant does not provide such notification, after the 15<sup>th</sup> of day of each month, the City has the right to release these permits to the general public.

The spaces above are collectively the "Marina Parking Spaces."

5. **Parking Term.** The Marina Parking Spaces shall be made available to Tenant and its permitted assigns for the entire term of the Ground Lease commencing on the later of: (i) the Initial Improvement Completion Date (as defined under the Ground Lease), or (ii) the date Tenant receives its Temporary Certificate of Occupancy for the marina and upland improvements contemplated in the Ground Lease, as may be amended (the "Parking Commencement Date"); provided, however, that Tenant may elect to accelerate the Parking Commencement Date to an earlier date by providing the City with sixty (60) days prior written notice of such earlier Parking Commencement Date.
6. **Valet and Loading Services.** Tenant may offer, subject to license requirements of the City's valet ordinance (Chapter 26, Article VIII, as may be amended), valet services, launched only from the first floor of the Las Olas Parking Garage, and may designate certain Tier One Parking Spaces, Tier Two Parking Spaces, or Tier Three Parking Spaces as "Valet Parking Only" on any floor where located. Tenant, at its sole expense and liability, shall contract a licensed valet provider to operate and park within the Exclusive Parking Spaces. No valet operations shall be

launched or vehicles returned to customers from the second, third, or fourth floor of the garage, but designated valet spaces may be located on any floor or the garage where Tier One, Tier Two or Tier Three Parking Spaces are located as designated. Tenant will adhere to City's valet ordinance (Chapter 26, Article 8, as the same may be amended from time to time). Tenant may also designate any of the Tier One Parking Spaces, and with City's consent, Tier Two Parking Spaces, or Tier Three Parking Spaces as "Marina Loading Only" for loading/unloading needs of the Marina's customers, vendors and staff, given such loading zone does not materially infringe on drive paths or cause traffic congestion. Loading zones must be kept free and clear of permanently stored items at all times and shall at all times be kept neat and orderly.

7. **Signage; Wayfinding.** Tenant may install, at its expense, new signage, striping, bollards, and directional wayfinding within the Las Olas Parking Garage to better route vehicles throughout the garage ("Parking Improvements"). The placement, location, and specification will be subject to the City's review and approval, which will not be unreasonably withheld, conditioned or delayed. Alternatively, Tenant may request the City to perform the Parking Improvements. If the City agrees to perform the Parking Improvements Tenant shall reimburse the City for its actual expenses incurred to perform the Parking Improvements within thirty (30) days of invoice therefor.
8. **Enforcement.** The City shall conduct visits to the Las Olas Parking Garage to observe and enforce all applicable parking violations of state and local ordinances. The City will determine the frequency of visits and length of time for each visit by observing parking operations at the Las Olas Parking Garage. Tenant has the right to monitor the use of the Marina Parking Spaces and call and request parking enforcement operations at any time during City parking enforcement hours of operation. Violations of the garage policies and procedures and/or the improper use of the Marina Parking Spaces shall be subject to enforcement actions including citations, immobilizations, and/or towing or other enforcement procedures customarily utilized by the City and/or the City's enforcement contractors at the time of a violation. The vehicle owner is responsible for any citations, immobilizations, and/or towing fees. The City may collect and retain all applicable citation or enforcement fees. The vehicle owner may appeal the citation through the existing appeals process. Tenant may, at its option, on behalf of certain patrons of the garage, request that certain citations or enforcement fees be charged to Tenant via the next applicable invoice hereunder. It being understood, City shall not be obligated to grant such request by Tenant.
9. **Invoice; Payment.** Tenant will receive periodic invoices from the City for the costs associated with the use of the Marina Parking Spaces which shall designate the specific price charged for each Marina Parking Space in accordance with Section 3. Invoices may be generated monthly, quarterly or annually as determined by the City. Tenant shall remit payment to the City within thirty (30) days of Tenant receiving the invoice and shall be subject to a compounding late payment penalty

of 10% of the invoice total amount, calculated on a per annum basis and applied on a monthly basis until the invoice is paid in full. In situations where the invoice is not paid in full, the 10% penalty will be applied to the outstanding balance, including any previously applied penalties.

10. **Citywide & Special Events.** The City permits various large special events to be held on the beach, barrier island, and other areas throughout the city ("Citywide Events"). During select Citywide Events, Tier One Parking Spaces will be dedicated exclusively to Tenant. All other parking spaces in the Las Olas Parking Garage will temporarily revert to the City for utilization by the general public on a first-come-first-served basis. The City will provide Tenant at least ten (10) days' notice of such special events. Notwithstanding the foregoing, Tenant acknowledges that the entirety of the Las Olas Marina Parking Garage will be reserved for the exclusive use of the Fort Lauderdale International Boat Show ("FLIBS") during FLIBS and during the set up and break down of FLIBS. Prior to the Parking Commencement Date, Tenant and City will implement and agree to a reasonable operational plan for how Citywide Events and other special events hosted by Tenant or the City will be handled in the Las Olas Parking Garage, which operational plan will: (a) define special events and Citywide Events included, (b) outline a procedure for Tenant to coordinate its participation in special event parking with the City to ensure uniformity, and (c) confirm the parties' mutual rights and responsibilities with respect to enforcement and towing during special events.
11. **Repair and Maintenance and Replacement.** Due to repair and rehabilitation activities to the Las Olas Parking Garage, the City reserves the right, at its discretion, to move and/or relocate Tier One, Tier Two, and Tier Three permit holders within the Las Olas Parking Garage or to other reasonably located parking facilities, which may require shuttle services, on a temporary basis. During any such move or relocation, the City may require Tenant to use City-issued non-marina parking permits, although City agrees to use its best efforts to maintain the permit structure provided herein unless operational issues require otherwise. In the event of a major capital renovation of the parking garage, Tenant and City will use commercially reasonable efforts to work together in good faith and cooperation to locate parking spaces for the Tenant in other public parking lots / garage / etc. at substantially the same economic terms as the Agreement, where practicable, with the parties striving to reasonably minimize the inconvenience to Tenant. City shall provide Tenant with at least sixty (60) days advance written notice prior to any move or relocation being implemented in accordance with this Section 11. Anything to the contrary contained herein notwithstanding, in the event the City elects to demolish the Las Olas Parking Garage due to health and safety concerns associated with the condition of the Las Olas Parking Garage, the City will deliver no less than ninety (90) days prior written notice of the election to Tenant and after such demolition deliver the parking garage site in a "pad ready" condition within ninety (90) days from the date Tenant is required to relocate to temporary parking. As used herein, "pad ready" shall mean compacted soils ready for completion of surface parking lot thereon. Upon delivery of "pad ready" site, Tenant will (i) construct a surface parking lot and (ii) have shared control over the

parking lot upon completion of the lot, which shared control shall be governed and detailed in an amendment to this Agreement to be negotiated between the parties in good faith at such time. In the event of a major capital renovation of the parking garage, or for the time City needs to complete a demolition and delivery of a pad ready surface, Tenant and City will work together in good faith and cooperation to locate parking spaces for the Tenant in other public parking lots / garage / etc. at substantially the same economic terms as the Agreement, where practicable, with the parties striving to reasonably minimize the inconvenience to Tenant. Alternatively, in the event the City is not willing or able to timely complete any renovation or demolition set forth herein, Tenant may, as Tenant's sole and exclusive remedy, complete all repairs, renovations, demolition or improvements necessary in order to avoid the demolition of the Las Olas Parking Garage, which construction work shall be completed in compliance with the City's ordinances, zoning codes and charter, in which event Tenant shall be entitled to be reimbursed by the City for its reasonable, documented, out-of-pocket expenses incurred in connection therewith, and Tenant may withhold and offset such expenses from any amounts Tenant may be required to pay the City hereunder or pursuant to the Ground Lease, and such offset shall not constitute a default or breach of any term or condition of this Lease or the Ground Lease; however, in the event such expenses cannot be offset in full from any amounts owed by Tenant hereunder or pursuant to the Ground Lease coming due within sixty (60) days from the date expended by Tenant, then the City shall reimburse Tenant for any remaining amount within one hundred eighty (180) days of receipt of an invoice from Tenant. Provided Tenant is not then in default or breach of any term or condition of this Lease, upon the termination or expiration of this Lease, the City shall reimburse Tenant for any amounts still owed to Tenant at such time.

12. **Acceptance of Premises by Tenant.** Tenant certifies that it has inspected the premises and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the premises including, without limitation, any relating to the physical condition of the premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No repair work, alterations, or remodeling of the premises is required to be done by City as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the premises for the lawful use of the premises by Tenant.
13. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement 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 material expense ("Force

Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

14. **City Parking Policies.** Tenant acknowledges that the City's Parking Policies not referenced specifically herein are incorporated into this Agreement. The City will provide complete current copies of the City's "Instructions for Parking Permit Holders" policy to Tenant within ten (10) business days of final execution of this Agreement. The City will provide Tenant copies of any future updates to the "Instructions for Parking Permit Holders" policy within ten (10) business days of their implementation. Notwithstanding the forgoing, marina guests will be allowed on a 24/7 basis for Registered Vehicles.
15. **Garage Security.** The City shall not be responsible for providing security efforts (outside of parking enforcement procedures relating to the use of spaces), including pedestrian or vehicle patrols in or around the Las Olas Garage. Tenant, at their sole expense and liability, may coordinate security patrols in or around the garage.
16. **Waste or Nuisance.** Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect City's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.
17. **Termination.** This Agreement may be terminated for cause at any time by the City if Tenant breaches any material provision of this Agreement, and such breach has not been corrected within thirty (30) calendar days after written notice from the City identifying the breach and asking for correction thereof. If, however, the breach is of such a nature that it cannot reasonably be cured within such a period, Tenant shall be entitled to a reasonable period of time within which to cure the same. This Agreement may also be terminated at any time by the City if it determines that termination is necessary to protect the public's health, safety, or welfare. Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform any work required hereunder; or multiple breaches of this Agreement which have a material adverse effect on the efficient administration as intended herein, notwithstanding whether any such breach was previously waived or cured. Notice of termination shall be provided in accordance with the Notice provision contained herein.
18. **Governmental Regulations.**



- a. Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all City, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save City harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.
- b. **Non-Discrimination.** Pursuant to the City of Fort Lauderdale Ordinance No. C-19-30, adopted September 17, 2019, and as may be amended, the Landlord agrees that no person shall, on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, veteran or service member status, lawful source of income, or being the victim of dating violence, domestic violence, or stalking, in connection with employment, public accommodations, or real estate transactions, where applicable, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease.

**19. City's Right to Inspect.** City or City's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by City in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

**20. Indemnity.** Tenant shall indemnify, defend and save harmless the City from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during, or as a result of the use and occupancy of the Premises by Tenant, its agents, employees, licensees, invitees, any subtenant and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event City shall be made party to any litigation commenced against Tenant or by Tenant against any third party, Tenant shall protect and hold City harmless and pay all costs and attorney's fees incurred by City in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that City would not have entered into this Lease without Tenant's agreement to indemnify City and further acknowledges the receipt of good and valuable separate consideration provided by City in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Agreement.



## **21. Surrender of Premises.**

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by City, shall remove Tenant's personal property, removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to the City in the same condition the Premises were in as of the Parking Commencement Date, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, alterations or property within the Premises shall vest in City.

## **22. Insurance.**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Tenant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Tenant. The Tenant shall provide the City a certificate of insurance evidencing such coverage. The Tenant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Tenant shall not be interpreted as limiting the Tenant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager. The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Tenant for assessing the extent or determining appropriate types and limits of coverage to protect the Tenant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Tenant under this Agreement.

The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities

performed by or on behalf of the Tenant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Coverage shall be purchased for the Tenant's liability for damage or other loss, including comprehensive and collision risks, to the vehicles while in the care, custody, and control of the Tenant. Coverage form must be on a direct primary basis with limits equal to the highest possible replacement cost value of vehicles in the care, custody, and control of the Tenant at any one time.

#### Garage Keepers Liability

Tenant, or its valet subcontractor providing valet services, must document Garage Keepers Liability insurance naming the City as an additional insured if and when they are operating any valet services.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Tenant waives, and the Tenant shall ensure that the Tenant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Tenant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### Insurance Certificate Requirements

- a. The Tenant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Tenant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Tenant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Tenant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of

the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Tenant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Tenant has the sole responsibility for all insurance premiums on the coverages carried and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Tenant's expense.

If the Tenant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Tenant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Tenant's insurance coverage shall be primary insurance for claims occurring in the Premises with respect to the City, a Florida municipal corporation, its officials, employees, and volunteers and any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Tenant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

The Tenant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Tenant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Tenant's responsibility to ensure that any and all of the Tenant's independent contractors and subcontractors comply with these insurance requirements. All coverages

for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Tenant.

23. **Access and Audits.** Tenant shall maintain adequate records to justify all charges, expenses, and costs incurred in provided services as permitted herein. City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Tenant's place of business.

24. **Destruction of Premises.** In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then the City shall, at its sole option, exercise best efforts to commence restoration thereof within sixty (60) days after the date of the casualty and thereafter diligently pursue the restoration to completion within two hundred seventy (270) days of the date of the casualty, or alternatively, City shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as City's sole property. Anything to the contrary herein notwithstanding, if City elects to terminate this Lease in connection with a casualty then Tenant shall have the right (as its sole and exclusive remedy), within thirty (30) days of receipt of City's election to terminate to notify the City in writing of Tenant's intention to complete the reconstruction of the Las Olas Parking Garage, which construction work shall be completed in compliance with the City's ordinances, zoning codes and charter. Tenant shall be entitled to be reimbursed by the City for its reasonable, documented, out-of-pocket expenses incurred in connection with the reconstruction accruing on the date expended by Tenant, and Tenant may withhold and offset such expenses from any amounts Tenant may be required to pay the City hereunder or pursuant to the Ground Lease, and such offset shall not constitute a default or breach of any term or condition of this Lease or the Ground Lease; however, in the event such expenses cannot be offset in full from any amounts owed by Tenant hereunder or pursuant to the Ground Lease coming due within sixty (60) days from the date expended by Tenant, then the City shall reimburse Tenant for any remaining amount within one hundred eighty (180) days of receipt of an invoice from Tenant. Provided Tenant is not then in default or breach of any term or condition of this Lease, upon the termination or expiration of this Lease, the City shall reimburse Tenant for any amounts still owed to Tenant at such time. In the event City elects to terminate this Lease and Tenant does not elect to reconstruct or restore the Premises, the parties shall be relieved of all further obligations hereunder arising after the date of such termination subject to any obligations intended to survive the expiration or early termination of this Lease. Any termination herein mentioned shall be evidenced in writing. During any reconstruction or restoration in the event of a destruction as defined in this Section 24, Tenant and City will use commercially reasonable efforts to work together in good faith and cooperation to locate parking spaces for the Tenant in other public

parking lots / garage / etc. at substantially the same economic terms as the Agreement, where practicable, with the parties striving to reasonably minimize the inconvenience to Tenant.

25. **Condemnation.** If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, City shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and City's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to City all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a pro-rata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. City shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.
26. **Notice.** For the purpose of this Agreement, any notice required hereunder shall be in writing and sent certified U.S. Mail, return receipt requested, and addressed to the following:

**IF TO CITY:**

City Manager  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301

With a Copy to:  
City Attorney  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301

**IF TO TENANT:**

Las Olas SMI, LLC  
17330 Preston Road  
Suite 220A

Dallas, TX 75252  
Attn: Bryan C. Redmond

27. **Miscellaneous.**

- a. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, Florida.
- b. This Agreement may be amended only by written document executed by City and Tenant with the same formality and of equal dignity herewith; except that non-material amendments to this Agreement, such as adjustments to the parking rates and the number and location of the parking spaces, may be approved by the City Manager without the need for approval by the City Commission.
- c. Unless done in accordance with Article IXV of the Ground Lease, this Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Tenant without the prior written consent of City, which shall not be unreasonably withheld.
- d. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation of the terms hereof shall be predicated upon any prior representations of agreements, whether oral or written.
- e. A default under the Ground Lease (after the expiration of any applicable cure period) shall be deemed a default under this Agreement. If the Ground Lease is terminated or expires according its term, then this Parking Lease Agreement shall be terminated shall and be deemed terminated effective as of the date of the termination of the Ground Lease. Notwithstanding, the term of this Agreement shall not exceed fifty (50) years.
- f. **TENANT WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS AGREEMENT, OR THE USE AND OCCUPANCY OF THE PARKING SPACES OR THE MAINTENANCE THEREOF.**
- g. If on account of any breach or default by City or Tenant of their respective obligations under this agreement, it becomes necessary for the other to employ an attorney to enforce or defend any of its rights or remedies

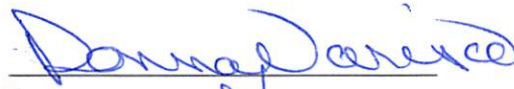
hereunder, each party will be responsible for its own expenses including attorney fees and costs.

- h. Except as otherwise expressly provided in this Agreement, City and Tenant do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party (express or implied), and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.
- i. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one instrument, but, in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

EXECUTED as of the 17<sup>th</sup> day, July and 2020 first written above.

WITNESSES:

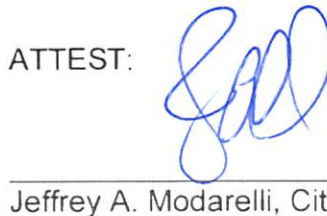
  
Scott Wyman  
Print Name

  
Donna Varisco  
Print Name

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

  
By Dean J. Trantalis, Mayor

  
By Christopher J. Lagerbloom, ICMA-CM  
City Manager

ATTEST:   
Jeffrey A. Modarelli, City Clerk





07-09-2006 15:26

7-1-65

W. J. Sullivan

100-443886-100

1990

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.



APPROVED AS TO FORM:  
Alain E. Boileau, City Attorney

By   
James Brako, Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online this 15 day of July, 2020, by DEAN J. TRANTALIS, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

  
Notary Public Signature

David R. Soloman  
Name of Notary Typed, Printed or Stamped



David R. Soloman  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG933295  
Expires 3/14/2024

Personally Known ☒ OR Produced  
Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online this 15th day of July, 2020, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, on behalf of the City of Fort Lauderdale.

Lynette LaShawn McIntosh  
Notary Public Signature



Lynette LaShawn McIntosh  
Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced  
Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

WITNESSES:

Judith Stern  
JUDITH STERN  
Print Name

Barbra Stern  
Barbra Stern  
Print Name  
(SEAL)


TENANT

Las Olas SMI, LLC,  
a Delaware limited liability company

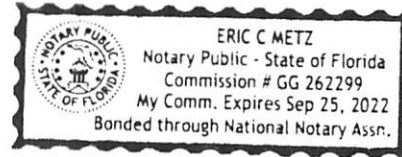
By David Filler  
Name: DAVID FILLER  
Title: MANAGER

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online this 29<sup>th</sup> day of JUNE, 2020, by DAVID FILLER, MANAGER of the LAS OAS SMI, LLC, a \_\_\_\_\_ corporation of Florida, on behalf of \_\_\_\_\_.

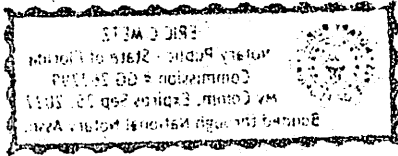
  
Notary Public Signature

ERIC METZ  
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced  
Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



**EXHIBIT A: Premises / Marina Parking Permit Designated Area**

(See Attached)

# SKETCH & DESCRIPTION FOR: PARKING AGREEMENT

Exhibit A  
page 1 of 2

A PORTION OF PARCEL A - LAS OLAS DEL MAR I (PLAT BOOK 147, PAGE 20, B.C.R.)  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

## LAND DESCRIPTION:

A portion of Parcel A, LAS OLAS DEL MAR I, according to the plat thereof, as recorded in Plat Book 147, Page 20, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the southwest corner of said Parcel A; thence S79°08'56"E, along the south line of said Parcel A, 57.30 feet; thence N08°29'01"E, 63.61 feet to the southwest corner of an existing parking garage and the POINT OF BEGINNING; thence continue along the face of said existing parking garage the following four (4) courses and distances; (1) thence N08°29'01"E, 188.00 feet; (2) thence S81°30'59"E, 271.93 feet; (3) thence S08°29'01"W, 188.00 feet; (4) thence N81°30'59"W, 271.93 feet to the POINT OF BEGINNING.

Said lands situate in the City of Fort Lauderdale, Broward County, Florida and containing 51,123 square feet, 1.174 acres, more or less.

## SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, LAS OLAS DEL MAR I, based on the south line of Parcel A having a bearing of S79°08'56"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; L.B. = Licensed Business; N/A = Not Applicable; P.B. = Plat Book; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.S.M. = Professional Surveyor & Mapper; R/W = Right-of-Way; S.F. = Square Feet.

## CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5C-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Marisha M.

Kreitman, PSM

Digitally signed by Marisha M.  
Kreitman, PSM

Date: 2020.07.13 13:07:55 -04'00'

MARISHA M. KREITMAN, P.S.M.

Florida Registration No. 6555

AVIROM & ASSOCIATES, INC.

L.B. No. 3300

EMAIL: marisha@aviromsurvey.com

## REVISIONS



### AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
(561) 392-2594 / [www.AVIROMSURVEY.com](http://www.AVIROMSURVEY.com)

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and should not be reproduced or copied without written permission.

JOB #: 9608-8

SCALE: N/A

DATE: 07/13/2020

BY: M.M.K.

CHECKED:

F B N/A PG N/A

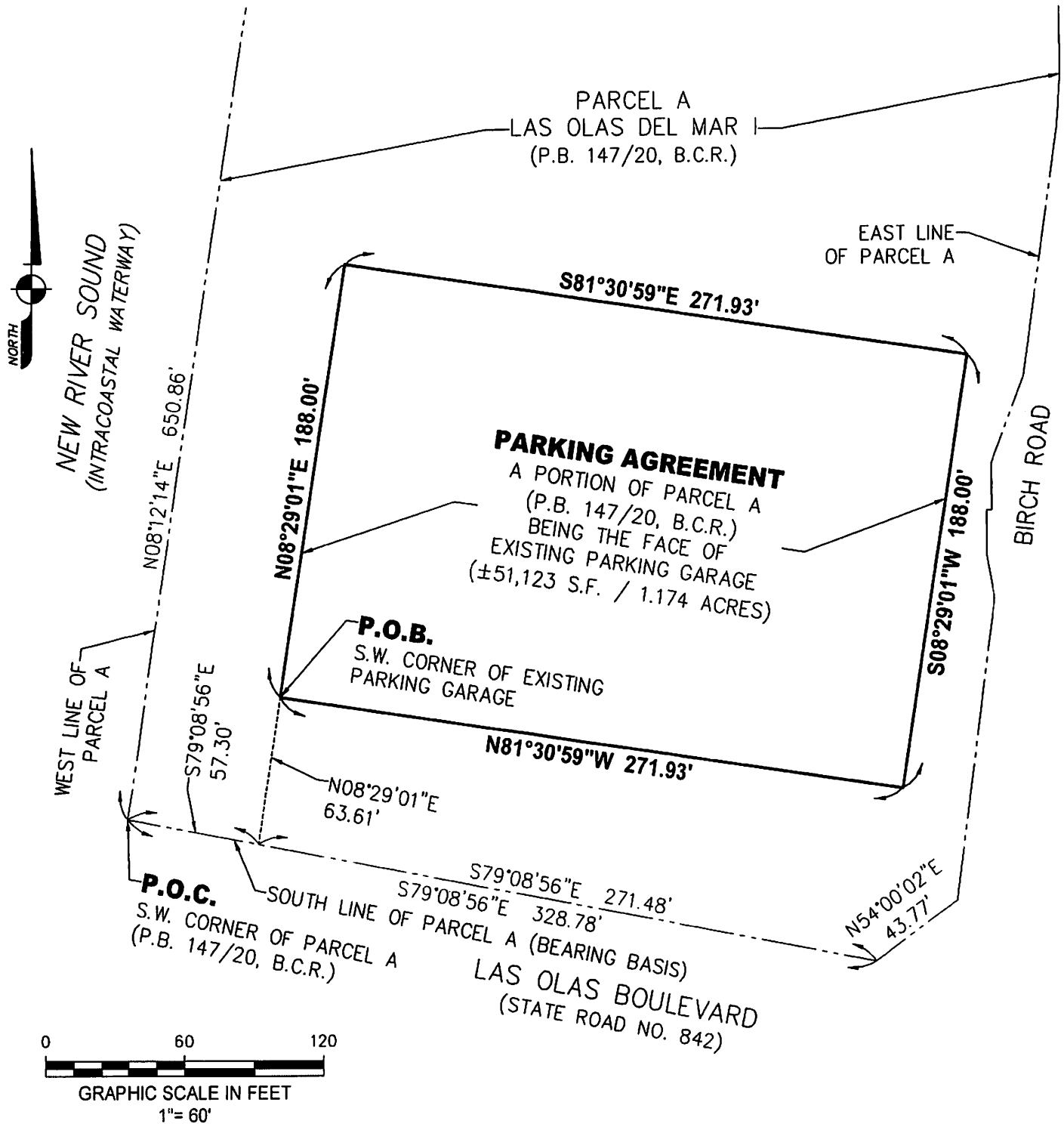
SHEET. 1 OF 2



# SKETCH & DESCRIPTION FOR: PARKING AGREEMENT

A PORTION OF PARCEL A - LAS OLAS DEL MAR I (PLAT BOOK 147, PAGE 20, B.C.R.)  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

Exhibit A  
page 2 of 2



## REVISIONS




## AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
(561) 392-2594 / [www.AVIROMSURVEY.com](http://www.AVIROMSURVEY.com)

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and should not be reproduced or copied without written permission.

JOB #:	9608-8
SCALE:	1" = 60'
DATE:	07/13/2020
BY:	M.M.K.
CHECKED:	
F.B.	N/A
PG.	N/A
SHEET:	2 OF 2

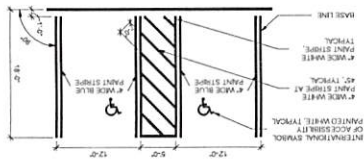


Motorcycle Parking

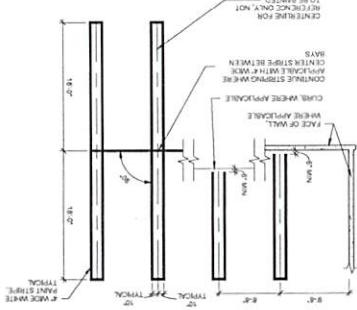
GARAGE FOOTPRINT AREA = 51, 136 SF



## 3




2



1. FOR TYPICAL STRIPING DETAILS SEE SHEET GA-104
2. ALL DIMENSIONS FROM STRIPING AND FROM FACE OF CURB
3. ON INSIDE FACE OF WALL AND
4. FOR FLOOR ELEVATIONS SEE 05-1.00 SERIES DIMENSIONS
5. FOR ENLARGED STRIPING ELEVATION PLANS & ELEVATIONS SEE ARCH SERIES DIMENSIONS
6. FOR BUILDING ELEVATIONS SEE ARCH DIMENSIONS
7. SEE SHEETS 06-0.91, 06-0.92 & 06-0.91 FOR GRAPHICS.

## GENERAL SHEET NOTES

100% DOCUMENTS - FOR CONSTRUCTION

PROJECT # 11900 LAS OLAS CORRIOR FORT LAUDERDALE, FLORIDA LEVEL 1 (GROUND) STRIPING PLAN	
---	---

[illegible]

**CITY OF FORT LAUDERDALE**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING & ARCHITECTURE**

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

OWNER BY:	DATE:
MCR	06/29/2017
DESIGNED BY:	SCALE:
Designer	AS NOTED
CHECKED BY:	
UAC	
FIELD BOOK:	



**EDSA, Inc.**  
5025 BOWLING GREEN  
PORTLAND, OREGON 97206  
EDSA, INC.

**WALKER**  
10000 UNIVERSITY DRIVE  
SUITE 200  
DALLAS, TEXAS 75243  
TEL: 214/343-8100  
FAX: 214/343-8101

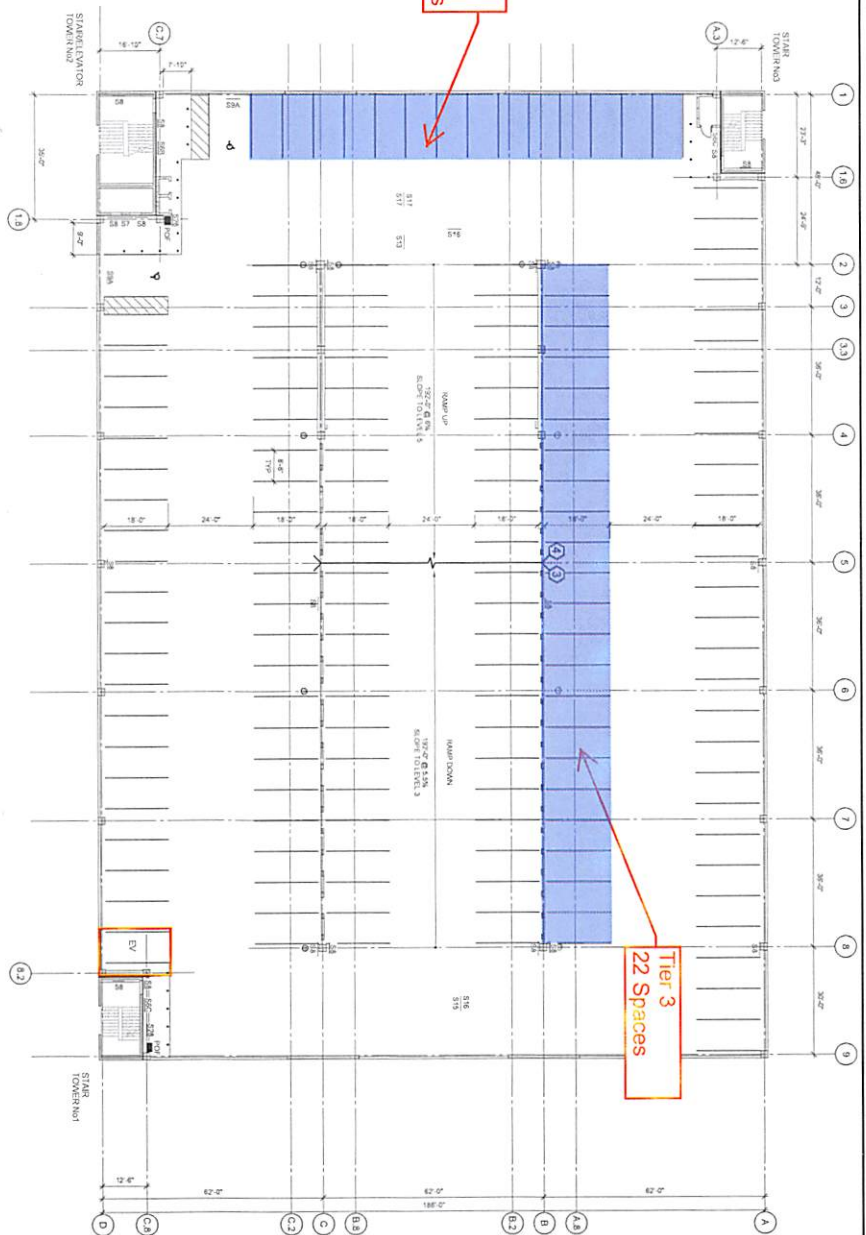


**EDSA**





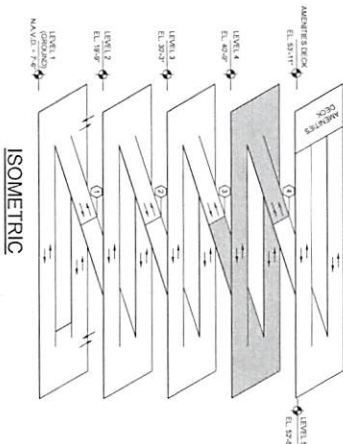




22 Spaces

Tier 3  
14  
Spaces

1. FOR TYPICAL STRIPPING DETAILS SEE SHEET 04-1.01.
2. ALL DIMENSIONS FOR STRIPPING ARE FROM FACE OF COLUMN OR INSIDE FACE OF WALL.
3. FOR FLOOR ELEVATIONS SEE GS-10 SERIES DRAWINGS.
4. FOR FINISHED TYPICAL ELEVATOR PLANS & ELEVATIONS SEE ARCH REFERENCE.
5. FOR SLABING ELEVATIONS SEE ARCH DRAWINGS.
6. SEE SHEETS 04-01, 04-02 & 04-07 FOR GRADINGS.



GA-1.04

PROJECT # 11900  
LAS OLAS CORRIOR  
FORT LAUDERDALE, FLORIDA  
LEVEL 4 STRIPING PLAN



CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DRAWN BY: MCB	DATE: 06/29/2017
DESIGNED BY: Designer	SCALE: AS NOTED
CHECKED BY: LAK	
FIELD BOOK:	



1. FOR TYPICAL STRIPPING DETAILS SEE SHEET GA-101.
2. ALL DIMENSIONS FOR STRIPING ARE FROM FACE OF COLUMN OR INSIDE FACE OF WALL UNLESS NOTED OTHERWISE.
3. FOR FLOOR ELEVATIONS SEE GS-1.00 SERIES DRAWINGS.
4. FOR ENLARGED STAIR/ELEVATOR PLANS & ELEVATIONS SEE AROH SERIES DRAWINGS.
5. FOR BUILDING ELEVATIONS SEE AROH DRAWINGS.
6. SEE SHEETS GO-5.1, GO-5.2 & GO-6.01 FOR GRAPHICS.

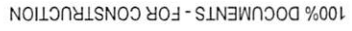


96 SPACES

TABLE 1. *Continued*

96 SPACES

A map of the study area showing the location of the study site (indicated by a black dot) relative to the North and the scale 1/15° = 1.0".





## DOCUMENT ROUTING FORM

Today's Date:

7/14/2020

2LG  
7/20/2020DOCUMENT TITLE: SUNTEX- Las Olas SMI, LLC – Marina Parking Spaces at the Las Olas Parking Garage – 200 E. Las Olas Circle- Parking Lease AgreementCOMM. MTG. DATE: 7/7/2020 CAM #: 20-0258 ITEM #: M-3 CAM attached: ☒ YES ☐ NORouting Origin: CAO Router Name/Ext: Sonia Ext 5598 Action Summary attached: ☒ YES ☐ NOCIP FUNDED: ☐ YES ☐ NO

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

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2Is attached Granicus document Final? ☒ YES ☐ NOApproved as to Form: ☒ YES ☐ NODate to CCO: 7/14/20James Brako  
Attorney's Name

Initials

2) City Clerk's Office: # of originals: 2 Routed to: MJ Matthews/CMO/x5364 Date: 7/15/20203) City Manager's Office: CMO LOG #: Jul 41 Document received from: \_\_\_\_\_Assigned to: CHRIS LAGERBLOOM ☐ROB HERNANDEZ ☐TARLESHA SMITH ☐CHRIS LAGERBLOOM as CRA Executive Director ☐☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A C. LAGERBLOOM TO SIGN

PER DCM: R. Hernandez \_\_\_\_\_ (Initial/Date) PER ACM: T. Smith \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

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

Forward \_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: 7/17/2020INSTRUCTIONS TO CITY CLERK'S OFFICE5) City Clerk: Forward \_\_\_ originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

6) CAO forwards \_\_\_ originals to CCO Date: \_\_\_\_\_

7) City Clerk: Scan original and forwards 2 originals to: Gina Rizzuti-Smith / Ext. 3764 / TAM\* Please forward a scan of executed document to Sierra@fortlauderdale.fl.gov  
Attach \_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO Original Route form to CAO CAO# 20-0284