8-02

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

575-060-33 WAY

LEASE AGREEME	NT RIGHT OF WA
	ITEM/SEGMENT NO.: 86050-2112 & 86180-2177
	MANAGING DISTRICT: Four
	F.A.P. NO.: N/A
	est town was recovered to the larger to a set to be a set to be
	STATE ROAD NO.: A-1-A COUNTY.: Broward
THE ACREMENT	PARCEL NO.: Excess #1878
THIS AGREEMENT, made this 29 day of JADUARY	2010 , by and between the STATE
OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called	he Lessor), and City of Fort Lauderdale,
100 North Andrews Avenue, Fort Lauderdale, Florida 33301	
(hereinafter called the Lessee.)	
WITNESSETH	<u>l:</u>
In consideration of the mutual covenants contained herein, the parties ag	ree as follows:
1. Property and Term. Lessor does hereby lease unto Lessee the proper hereof, for a term of ten (10) years beginning	rty described in Exhibit "A", attached and made a part 848,2010 and ending FERMARY 7.2027. This
13.00	Rus 2010 and ending FERUARY 7 2020. This at Lessee's option, subject to the rent adjustment as
provided in Paragraph 3 below. Lessee shall provide Lessor one hundred	eighty (180) days advanced written notice
of its exercise of the renewal option.	
If Lessee holds over and remains in possession of the property after renewals of such term, Lessee's tenancy shall be considered a tenancy at herein contained in this Lease.	the expiration of the term specified in this Lease, or any sufferance, subject to the same terms and conditions as
This Lease is subject to all utilities in place and to the maintenance therefor restrictions of record. This Lease shall be construed as a lease of only the interest, if any, of Let to be given herewith. 2. <u>Use.</u> The leased property shall be used solely for the purpose of	ssor, and no warranty of title shall be deemed
If the property is used for any other purpose. I appar shall be used to any other purpose.	permitting of sidewalk cafes
If the property is used for any other purpose, Lessor shall have the option of Lessee shall not permit any use of the property in any manner that would obs	immediately terminating this Lease.
Lessee will further use and occupy the leased property in a careful and privil not cause, or allow to be caused, any nuisance or objectionable activity of occupy said property for any unlawful purpose and will, at Lessee's sole cost ordinances and/or rules, regulations, requirements, and orders of government occupation of the leased property.	oper manner, and not commit any waste thereon. Lessee if any nature on the property. Lessee will not use or
Any activities in any way involving hazardous materials or substances of a defined under any state or federal laws or regulations, or as those terms are at the use of petroleum products, pollutants, and other hazardous materials on responsible for the performance of and payment for any environmental remed Lessor, within the leased property. If any contamination either spread to or we Lessee's use of the leased property, the Lessee shall be held similarly responsantless the Lessor from any claim, loss, damage, costs, charge, or expense	understood in common usage, are specifically prohibited. the leased property is prohibited. Lessee shall be held diation that may be necessary, as determined by the ras released onto adjoining property as a result of estimated in the state of the state
3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of N/A	each rent payment period, the sum of
plus applicable tay for	anah N/A
this Lease is terminated prior to the end of any rent payment period, the unea that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay a due during the term bereof, including any real proporty tower.	
due during the term hereof, including any real property taxes. Rent payments of Transportation and shall be sent to N/A	shall be made payable to the Florida Department CAM 21-0060
. Lessor reserves the right to rev	iew and adjust the rental fee biennually Exhibit 1
and at renewal to reflect market conditions. Any installment of rent not rece	ived within ten (10) days after the date due

shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Four of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenantable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

- 5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.
- 6. Indemnification. To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars

(\$ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than one million dollars

(\$ 1,000,000.00) for bodily injury or death to any one person or any number one million dollars

(\$ 1,000,000.00)

All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. <u>Eminent Domain</u>. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

Miscellaneous.

- a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon thirty (30) days prior written notice to the other party.
- b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.
- c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarity. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.
- d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.
- e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.
- f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.
 CAM 21-0060
- g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to: Exhibit 1

 City of Fort Lauderdale, Senior Real Estate Officer, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

City of Fort Lauderdale	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BY: JOHN P. "JACK" SEILER, Mayor	By District Secretary
	Japhes A. Wolfe, P.E.
BY: City Manager	Print Name
GEORGE GRETSAS, City Manager	Attest: Maria MATER FLO
ATTEST Donda K. Joseph	Name/Title: Adm A
JONDAK JOSEPH, City Clerk	LEGAL REVIEW OF TRANSPORT
CONTOUR LEGISLA	LEGAL REVIEW OF TRANSPO
	Jane Mander
	District Counsel
Approved as to form:	Laurice Mayes
$\leq V$ $()$ $()$ $()$ $()$ $()$ $()$	Print Name

Assistant City Attorney

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ADDENDUM

This is an Addendum to that certain Lease Agreement between the City of Fort Lauderdale and the State of Florida Department of Transportation dated the day of Data Agreement, the following terms and conditions shall be Germed to be a part thereof pursuant to Paragraph 9 (b) of said Agreement:

- 1. Lessor acknowledges and agrees that Lessee may Issue sidewalk café permits pursuant to Lessee's local codes and ordinances and subject to any rules, regulations and/or procedures of Lessor. Lessee agrees to delineate the subject premises so that any permittee shall not encroach beyond the leased property. Permittee's maintenance responsibilities must encompass its specific delineated area, any spillover to adjacent areas and the curbside. Permittee shall be required, by permit issued by Lessee, to indemnify Lessor and provide public liability, food products liability, liquor liability, and property damage insurance with limits not less than those stated in paragraph 7 (Insurance) of this lease. Any such insurance or certificate shall also name Lessor as an additional insured with 30 days notice to be given to Lessee and Lessor prior to any cancellation of the policy. A copy of the insurance certificate shall be provided by Lessee to Lessor within ten (10) days of issuance of a permit by Lessee.
- 2. Permittees must at all times maintain the sidewalk free of debris and obstructions. Permittees shall be prohibited from sweeping or hosing the sidewalk debris or otherwise allowing such debris into any drainage system of Lessor. Debris must be collected and responsibly disposed of. This shall be a condition within any permit issued
- Lessee is required and does hereby agree to assume responsibility for performing periodic inspections of the leased property to ensure compliance with the terms of the lease and with necessary clearance and set-back requirements set forth in the following procedures of Lessor, which are available online through the internet link found at http://www2.dgt.state.fl.us/proceduraldocuments/procedures/proceduresbynumber.asp?index=6:
 - FDOT Topic No. 625-000-007, Plans Preparation Manual Volume 1
 FDOT Topic No. 625-010-003, Design Standards
 FDOT Topic No. 625-020-015, ADA Compliance Facilities Access for Persons with Disabilities
- Use of Lessor's right-of-way is subject to any and all utility permits and access permits that have been issued or may be issued by Lessor in the future.
- It is the sole responsibility of Lessee to monitor the permittee as to compliance with the terms of the permit. Lessee shall furnish Lessor with a signed statement on an annual basis, on the anniversery date of the lease,
- that the premises of all permittees have been inspected and meet the requirements of Lessor, including insurance. At that time, Lessee shall provide Lessor with an itemized list of current permittees. Wherever Lessee has installed trees, landscaping and other architectural enhancements within the leased area, Lessee shall be ever vigilant in its responsibilities under this lease to ensure public safety. This includes but is
- not limited to maintaining all landscaping, trimming of tree roots and repairing of sidewalks, pavers and any nonstandard decorative aesthetic features within the leased area. Lessee shall ensure that all contractors performing work on behalf of Lessee shall have required binders, including bonds, liability insurance and/or construction insurance, in place prior to commencement of work within Lessor's right-of-way and, in all instances, Lessor shall be named as co-insured and provided with notice of work and a copy of the appropriate insurance certificate.
- Lessee notes that areas designated for Broward County Transit Bus Stop #s 985, 3254, 3530, 3979, and 4360 are not a part of this lease and no permits may be issued for these areas.
- Bicycle racks established by Lessee along A-1-A at Bayshore Orive (2), Riomar Street (2), Terramar Street (2),

Vistamar Street (2), and N.E. 9" Street (1) shall be re	stained during the life of this lease.
City of Fort Lauderdale	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BY: JOHN P. "JACK" SEILER, Mayor	By: District Secretary
GEORGE GRETSAS, City Manager	James A. Wolfe, P.E., District Secretary Print Name Attest: Manual Street
ATTEST DONNAK. Josep	Name/Title: Adro B
JONDA K. JOSEFH, City Clerk	LEGAL REVIEWS
CORPORATE SEAL)	District Counsel Laurice Mayes, Senicr AMO 21-0060
	Print Name Exhibit 1

LEGAL DESCRIPTION (SIDEWALK AGREEMENT AREA)

BOOK 35, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND SOUTH OF THE

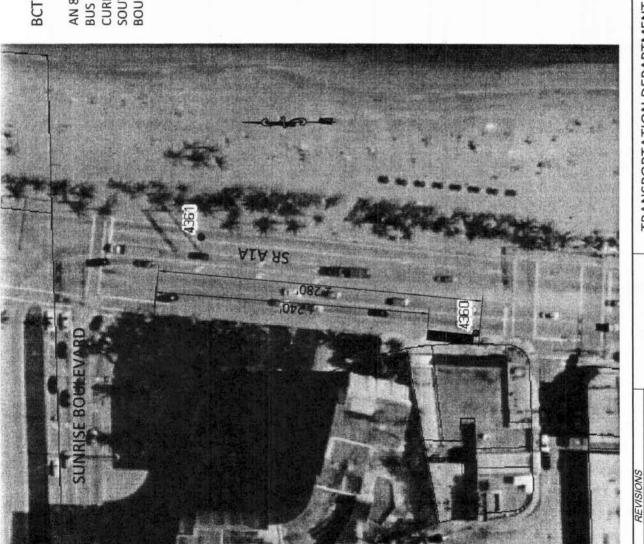
EXHIBIT "A"

ALL THOSE PORTIONS OF THE RIGHT OF WAY OF NORTHBOUND STATE ROAD A1A, LYING NORTH OF THE SOUTH LINE OF PARCEL 36, "BAHIA MAR" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT

SOUTH RIGHT OF WAY LINE OF STATE ROAD 838, SUNRISE BOULEVARD AND LYING WEST OF THE BACK OF THE EXISTING CURB OF THE NORTHBOUND LANES OF SAID STATE ROAD A1A AND LYING EAST OF THE

EXISTING CORB OF THE NORTHBOOND LANES OF SAID STATE ROAD ATA AND LYING EAST OF THE EXISTING RIGHT OF WAY LINE, LESS AND EXCEPT THE AREA IN FRONT OF BONNET HOUSE AND THE BUS STOP AREAS IDENTIFIED AS BUS STOP #4360, #985, #3254, #3530 AND #3979 AS SHOWN ONE THE ATTACHED BROWARD COUNTY TRANSIT DRAWINGS SHEETS 1, 2, 3, 4 AND 5 OF 5.

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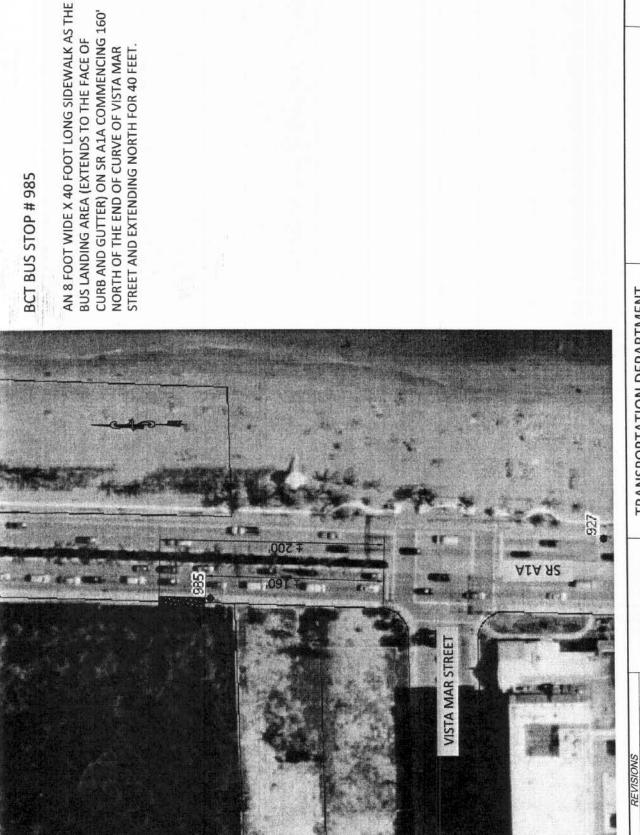
AN 8 FOOT WIDE X 40 FOOT LONG SIDEWALK AS THE BOULEVARD AND CONTINUING SOUTH FOR 40 FEET. CURB AND GUTTER) ON SR A1A COMMENCING 240' SOUTH OF THE EDGE OF PAVEMENT OF SUNRISE BUS LANDING AREA (EXTENDS TO THE FACE OF

TRANSPORTATION DEPARTMENT

CAM 21-06 Exhibi Page 7 of

1100 Park Central Boulevard So., Suite 3500, SERVICE AND CAPITAL PLANNING Pompano Beach, FL 33064

BUS STOP # 4360 1 OF 5



CURB AND GUTTER) ON SR A1A COMMENCING 160' BUS LANDING AREA (EXTENDS TO THE FACE OF NORTH OF THE END OF CURVE OF VISTA MAR STREET AND EXTENDING NORTH FOR 40 FEET.

21-0060 Exhibit 1

1100 Park Central Boulevard So., Suite 3500, TRANSPORTATION DEPARTMENT SERVICE AND CAPITAL PLANNING Pompano Beach, FL 33064

BUS STOP # 985 2 OF 5



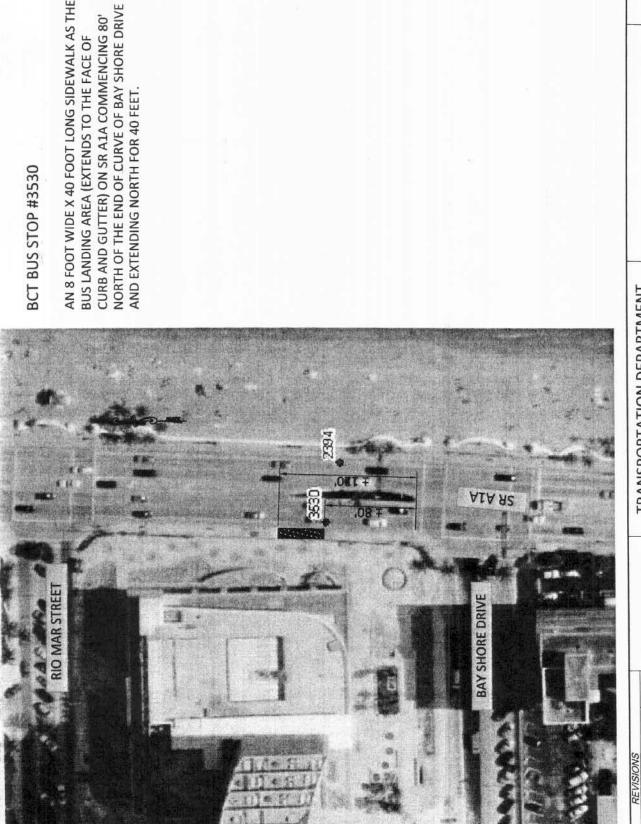
AN 8 FOOT WIDE X 40 FOOT LONG SIDEWALK AS THE BUS LANDING AREA (EXTENDS TO THE FACE OF CURB AND GUTTER) ON SR A1A COMMENCING 30' NORTH OF THE END OF CURVE OF WINDAMAR STREET AND EXTENDING NORTH FOR 40 FEET.

TRANSPORTATION DEPARTMENT
SERVICE AND CAPITAL PLANNING
1100 Park Central Boulevard So., Suite 3500,
Pompano Beach, FL 33064

BUS STOP # 3254 3 OF 5

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BATE NO.



AN 8 FOOT WIDE X 40 FOOT LONG SIDEWALK AS THE CURB AND GUTTER) ON SR A1A COMMENCING 80' BUS LANDING AREA (EXTENDS TO THE FACE OF

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1100 Park Central Boulevard So., Suite 3500, TRANSPORTATION DEPARTMENT SERVICE AND CAPITAL PLANNING Pompano Beach, FL 33064

BUS STOP # 3530 4 OF 5



AN 8 FOOT WIDE X 40 FOOT LONG SIDEWALK AS THE CROSSWALK ON SEVILLE STREET EXTENDING NORTH NORTH OF THE NORTH BOUNDARY OF THE MARKED CURB AND GUTTER) ON SR A1A COMMENCING 75' **BUS LANDING AREA (EXTENDS TO THE FACE OF** FOR 40 FEET.

REMARKS

1100 Park Central Boulevard So., Suite 3500, TRANSPORTATION DEPARTMENT SERVICE AND CAPITAL PLANNING Pompano Beach, FL 33064

BUS STOP # 3979 5 OF 5



AN 8 FOOT WIDE X 40 FOOT LONG SIDEWALK AS THE SOUTH OF THE EDGE OF PAVEMENT OF SUNRISE BOULEVARD AND CONTINUING SOUTH FOR 40 FEET. CURB AND GUTTER) ON SR A1A COMMENCING 240' **BUS LANDING AREA (EXTENDS TO THE FACE OF**

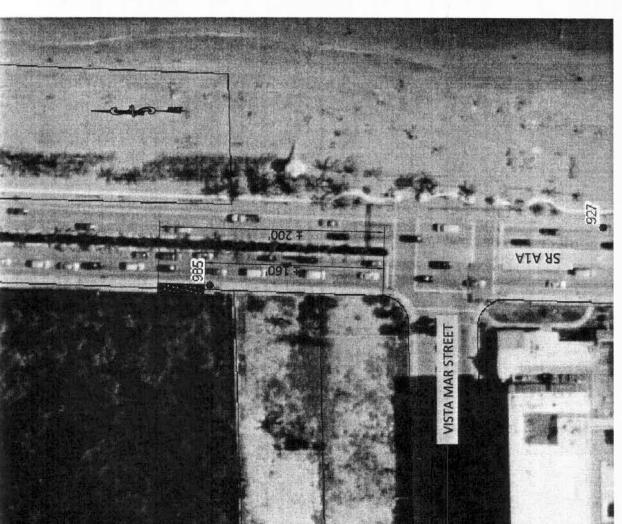
TRANSPORTATION DEPARTMENT

1100 Park Central Boulevard So., Suite 3500, SERVICE AND CAPITAL PLANNING Pompano Beach, FL 33064

BUS STOP # 4360 1 OF 5

21-0060 Exhibit 1

AN 8 FOOT WIDE X 40 FOOT LONG SIDEWALK AS THE CURB AND GUTTER) ON SR A1A COMMENCING 160' BUS LANDING AREA (EXTENDS TO THE FACE OF NORTH OF THE END OF CURVE OF VISTA MAR STREET AND EXTENDING NORTH FOR 40 FEET.



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BUS STOP # 985 2 OF 5

REVISIONS REMARKS



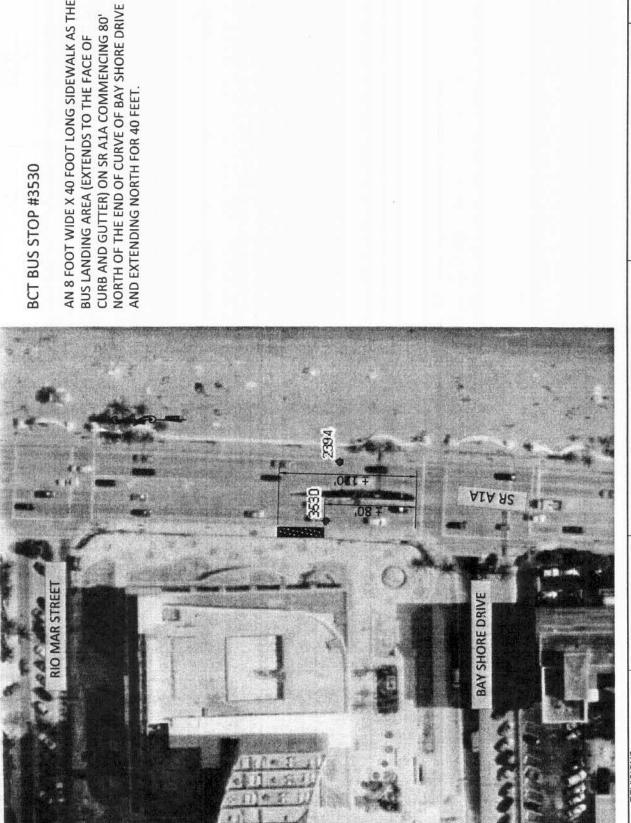
AN 8 FOOT WIDE X 40 FOOT LONG SIDEWALK AS THE CURB AND GUTTER) ON SR A1A COMMENCING 30' **BUS LANDING AREA (EXTENDS TO THE FACE OF** NORTH OF THE END OF CURVE OF WINDAMAR STREET AND EXTENDING NORTH FOR 40 FEET.

1100 Park Central Boulevard So., Suite 3500, TRANSPORTATION DEPARTMENT SERVICE AND CAPITAL PLANNING

Pompano Beach, FL 33064

BUS STOP # 3254 3 OF 5





AN 8 FOOT WIDE X 40 FOOT LONG SIDEWALK AS THE BUS LANDING AREA (EXTENDS TO THE FACE OF

> REVISIONS 1-0060 xhibit 1 5-of 16

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1100 Park Central Boulevard So., Suite 3500, TRANSPORTATION DEPARTMENT SERVICE AND CAPITAL PLANNING Pompano Beach, FL 33064

BUS STOP # 3530 4 OF 5

AN 8 FOOT WIDE X 40 FOOT LONG SIDEWALK AS THE BUS LANDING AREA (EXTENDS TO THE FACE OF CURB AND GUTTER) ON SR A1A COMMENCING 75' NORTH OF THE NORTH BOUNDARY OF THE MARKED CROSSWALK ON SEVILLE STREET EXTENDING NORTH FOR 40 FEET.



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