

## LEASE OF REAL PROPERTY

This LEASE, made by and between the CITY OF HOLLYWOOD, a Florida municipal corporation, (hereinafter referred to as LANDLORD); and BROWARD COUNTY, a body politic and corporate of the State of Florida, by its Board of County Commissioners (hereinafter referred to as TENANT),

## W I T N E S S E T H:

WHEREAS, the parties entered into an Interlocal Agreement for joint funding by the County and the City for the operating costs of a library reading center; and

WHEREAS, this lease, along with the Interlocal Agreement and subsequent Amendment thereto, are necessary to effectuate the public purposes set forth in those documents;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the Parties as follows:

1. DESCRIPTION, TERM AND RENT:

LANDLORD hereby leases unto TENANT approximately 2500 square feet in the building known as the South Beach Community Center located at 1301 S. Ocean Drive (the "Premises") situate in the City of Hollywood, County of Broward, State of Florida, for the term of 5 one year periods commencing upon the issuance of a Certificate of Occupancy and terminating 5 years thereafter, for the total rental of five dollars (\$5.00), lawful money of the U.S., which TENANT covenants to pay to LANDLORD at P.O. Box 229045, Hollywood, Florida, 33022-9045,

or at such other place as may be designated in writing by LANDLORD to TENANT, in equal annual installments of \$1.00, in advance without demand, on each anniversary during said term. TENANT shall have the option to extend this lease pursuant to the terms set forth in paragraph 15 hereof.

2. PARKING FACILITIES:

TENANTS shall designate to LANDLORD, on an annual basis, the number of staff members which it will keep on the premises. LANDLORD shall issue to TENANT that number of parking permits each year of the term or any renewals thereof.

3. USE OF PREMISES: TENANT may use and occupy the Premises for a library type reading room and associated purposes and for no other purpose whatsoever. TENANT covenants that TENANT will not permit the Premises to be occupied by any person, firm, or corporation other than TENANT and its employees. TENANT further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Premises, no act or thing shall be permitted and no thing shall be kept in or about the Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to the Premises, and shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

4. UTILITIES AND OTHER SERVICES:

Unless otherwise hereinafter specifically agreed, LANDLORD shall provide and furnish TENANT, without any charge, the following utilities and services:

- (a) Pest Control (including termites and all other insects)
- (b) Trash Removal
- (c) ~~Water and Sewer~~ (drinking water and restrooms)

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this lease, TENANT, may, at its own expense, make such non-structural changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. If it is necessary, TENANT may make structural alterations or additions only after first obtaining LANDLORD'S written consent, and such consent will not be unreasonably withheld or delayed. All such alterations and/or new construction shall, at the sole option of TENANT, be considered personalty and remain the exclusive property of TENANT. TENANT may remove all such property from the Premises upon the termination of this Lease provided, however, that the Premises be restored to its original condition, normal wear and tear excepted.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this lease only with the approval of the LANDLORD and such holdover, shall, in no event, be deemed or construed to be a renewal or extension of this lease but shall only operate to create a month-to-month tenancy which may be terminated by either party at the end of any month upon

thirty (30) days prior written notice by certified U.S. mail to the other.

7. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the Premises to LANDLORD, its agents or assigns. TENANT further agrees that it will leave the Premises in the condition existing at the commencement of this Lease, subject to reasonable wear and tear during the term of the Lease. TENANT further agrees to allow a representative of LANDLORD to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to TENANT, subject to reasonable wear and tear.

8. RE-ENTRY ON DEFAULT:

In the event any rent shall be in default and unpaid after thirty (30) days from due date, LANDLORD may give TENANT notice thereof, by certified U.S. mail, and only if TENANT shall fail to remedy such default within ten (10) days after receipt of such notice shall LANDLORD have the right to institute proceedings for the recovery of possession of the Premises.

9. CHANGE IN OWNERSHIP:

Should LANDLORD sell the Premises herein, it shall immediately, together with the new owners, notify TENANT by certified U.S. mail, to whom and where future rentals shall be paid. Should either LANDLORD or the new owners fail to notify



TENANT, TENANT may deposit such rentals into the Court registry until such notice is received from both LANDLORD and new owner. The deposit of such rental shall not be construed as default under the Lease.

10. DAMAGE TO PREMISES:

TENANT shall give LANDLORD prompt written notice of any known accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring, and the same will be remedied by LANDLORD, with due diligence, subject to provisions of paragraph 13, "REPAIRS". LANDLORD and TENANT may purchase any insurances either deems appropriate to protect or cover its risk of loss from fire or other casualty. TENANT agrees that all personal property placed in or on the premises shall be at the risk of TENANT from any loss or injury from any cause whatsoever and waives any right of recovery it may have against the LANDLORD or LANDLORD'S employees or agents.

11. INSPECTION:

LANDLORD, and any authorized employees, the janitor or watchman, may enter the Premises upon reasonable notice to TENANT to examine same or to make needed repairs to the Premises; and, if the Premises consist of only a part of a structure owned or controlled by LANDLORD, LANDLORD, his janitor, watchman or authorized employees may enter the Premises at reasonable times upon reasonable notice to the

TENANT to install or repair items cited in paragraph 13 herein and other appliances deemed by LANDLORD essential to the use and occupation of other parts of the Premises.

12. FIRE OR OTHER CASUALTY:

If loss or damage renders the premises untenable, all rental payments shall cease until the same shall be repaired. If the premises shall be destroyed, or so nearly destroyed or damaged as to require substantial rebuilding, rent shall be paid up to the time of such destruction or damage. The LANDLORD, in its sole discretion, may determine whether or not to repair or rebuild. If the LANDLORD decides not to rebuild or repair, thenceforth, this lease shall cease and come to an end, and LANDLORD and TENANT shall have no further liability.

13. REPAIRS:

LANDLORD covenants to keep the said Premises in good structural repair, so far as concerns TENANT. LANDLORD shall keep in good repair the roof, skylights, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, and electrical wiring. LANDLORD shall also make any repairs to the building necessitated by water seepage or by other causes not under TENANT'S control. LANDLORD shall also make all repairs or changes which may be necessary to make the Premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect

unless specifically exempted therefrom. The LANDLORD is responsible for making the premises accessible to the handicapped as required by law.

14. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

15. RENEWALS:

The term of this Lease may be extended by renegotiation. A negotiation to extend shall be initiated by TENANT by giving written notice by certified mail to LANDLORD not less than sixty (60) days prior to the expiration of the then existing term.

Each extended term shall be upon the same terms, covenants, and conditions as provided in this Lease for the initial term except that the rent for each successive term shall be negotiated. If agreement cannot be reached during any such negotiation, this lease shall terminate at the expiration of the then existing term.

16. NOTICES:

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by

a Party hereto, shall be in writing and shall be given by certified or registered mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice. Notice to TENANT shall be addressed to:

County Administrator  
Broward County Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to the County Attorney, Room 423

Notice to LANDLORD shall be addressed to:

City of Hollywood  
Robert S. Noe, City Manager  
2600 Hollywood Boulevard  
Hollywood, FL 33020

Copy to City Attorney  
(same address)  
Room 302

17. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

18. SUCCESSORS:

This Agreement shall inure to and be binding upon the successors and assigns of the Parties.

19. COPIES OF LEASE:

This Lease shall be executed in triplicate original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

20. INDEMNITY AND HOLD HARMLESS:

TENANT shall indemnify and hold LANDLORD harmless against any



and all liability, from claims, damages, suits, and/or any causes of action for wrongful death, personal injury or property damage which arise from the negligence of the TENANT or its employees under this agreement, solely to the extent permitted under Florida Statutes §768.28(17). Nothing in this Lease shall be construed to affect in any way the LANDLORD's rights, privileges, and immunities as set forth in Florida Statutes §768.28.

21. ENVIRONMENTAL CONTAMINATION:

LANDLORD represents and warrants to TENANT that as of the date of execution of this Lease, neither LANDLORD, nor to the best of LANDLORD'S knowledge, any third party has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the premises during the time in which LANDLORD owned the Premises.

22. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

23. OTHER PROVISIONS:

The Interlocal Agreement attached hereto as Exhibit "A" shall be made a part of this lease as if fully set forth herein.

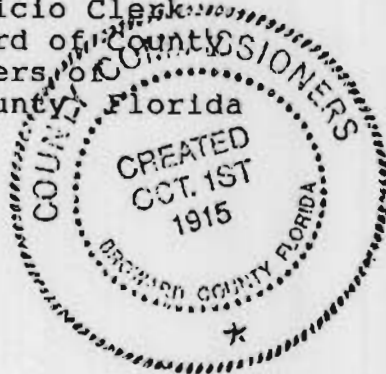
IN WITNESS WHEREOF, the parties have made and executed

this Lease Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the 17 day of August, 1993, and CITY OF HOLLYWOOD, signing through its Mayor, duly authorized to execute same.

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Chene Cruse  
County Administrator  
and Ex-Officio Clerk  
of the Board of County  
Commissioners of  
Broward County, Florida



BY:

Gerald F. Thompson Chair

Approved as to form by Office  
of County Attorney  
Broward County, Florida  
JOHN J. COPELAN, JR., County  
Attorney, Governmental Center,  
Suite 423 - 115 S. Andrews Ave.  
Ft. Lauderdale, FL 33301  
Telephone: (305) 357-7600  
Telecopier: (305) 357-7641

By:

Rafael E. Suarez-Rivas  
RAFAEL E. SUAREZ-RIVAS  
Assistant County Attorney

CITY OF HOLLYWOOD, a municipal  
corporation of the State of  
Florida

ATTEST:

Martha S. Lambos  
MARTHA S. LAMBOS  
CITY CLERK

BY:

Mara Giuliani  
MARA GIULIANTI, MAYOR

APPROVED:

Susan M. Miller  
SUSAN M. MILLER  
DIRECTOR OF FINANCE

ENDORSED AS TO FORM AND LEGALITY

Alan B. Koslow  
ALAN B. KOSLOW, CITY ATTORNEY