

**LEASE AGREEMENT BETWEEN BROWARD COUNTY AND
DICKEY CONSULTING SERVICES, INC. FOR 1033 SISTRUNK BOULEVARD**

This Lease Agreement ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida, ("Tenant"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and Dickey Consulting Services, Inc., a Florida corporation, ("Landlord"), whose address is 1033 Northwest 6th Street, Suite 206, Fort Lauderdale, Florida 33311. Landlord and Tenant are hereinafter individually referred to as a "Party," and collectively referred to as the "Parties."

RECITALS

- A. Landlord is the owner of the Property, as defined in Section 2.1 of this Agreement.
- B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of the Property ("Premises"), as more particularly described in Section 2.2 of this Agreement.
- C. The Parties desire to enter into this Agreement to establish the lease terms for the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. **Recitals.** The above recitals are true and correct and are incorporated herein.
- 2. **Lease and Description of the Property.**
 - 2.1 **Property.** Landlord is the owner of that certain real property, as more particularly described in **Exhibit A**, attached hereto and made a part hereof, located at 1033 Sistrunk Boulevard, Fort Lauderdale, Florida ("Property").
 - 2.2 **Lease of the Premises.** Landlord hereby leases unto Tenant a portion of the Property, consisting of approximately Five Thousand Nine Hundred Sixty (5,960) square feet of office and warehouse space, as more particularly described in **Exhibit B**, attached hereto and made part hereof ("Premises").

3. **Term.**

- 3.1 **Initial Term.** The term of this Agreement shall commence on the date this Agreement is fully executed by the Parties ("Commencement Date") and shall expire on December 31, 2027 ("Initial Term"), unless terminated earlier pursuant to this Agreement.
- 3.2 **Renewal Term.** Tenant shall have the right to renew this Agreement for up to four (4) terms of five (5) years each (each a "Renewal Term") upon the same terms and conditions of this Agreement. Each Renewal Term shall be deemed to have been automatically exercised unless notice of nonrenewal is sent by either Party no later than one hundred twenty (120) days prior to the expiration of the then-current Term. The Initial Term and the Renewal Terms (if timely exercised), are collectively referred to in this Agreement as the "Term."

4. **Rent.**

- 4.1 **Monthly Rent.** During the Term, Tenant shall pay Landlord rent on a monthly basis ("Monthly Rent"), as set forth in **Exhibit C** attached hereto and made part hereof ("Rent Schedule"). The Monthly Rent shall be payable in advance and without demand, set off, or deduction ("Monthly Rent Payment"). The first Monthly Rent Payment shall be due on the Commencement Date, and thereafter, the Monthly Rent Payment shall be due on the first day of each month of the Term.
- 4.2 **Taxes.** Tenant represents and warrants, and Landlord acknowledges, that Tenant is a tax-exempt entity, and Tenant agrees to provide Landlord with written proof of such status, if requested.
- 4.3 **No Late Fees.** Landlord may not charge any fees, charges, or interest for any late Monthly Rent Payments by Tenant.

5. **Access, Common Areas, and Parking.**

- 5.1 **Access.** Landlord hereby grants Tenant, and Tenant's employees, agents, patrons, invitees, licensees, contractors, visitors, and guests a nonexclusive license in, on, over, under, across, and through the Property for ingress and egress, dumpster and other service uses, and maintenance and repair of the Premises ("Access License"). The Access License shall terminate upon the expiration or earlier termination of the Agreement.
- 5.2 **Common Areas.** Landlord hereby grants Tenant, and Tenant's employees, agents, patrons, invitees, licensees, contractors, visitors, and guests a nonexclusive license to use the Common Areas of the

Property during the Term of this Lease. The term "Common Areas" shall mean all areas and facilities in the Property that are available for the general nonexclusive use and convenience of Tenant and other tenants of the Property and their respective employees, agents, patrons, invitees, licensees, contractors, visitors, or guests, and may include, without limitation, parking areas, driveways, sidewalks, access roads, terraces, restrooms, trash facilities, landscaped areas, hallways, entryways, walkways, stairs, loading areas, and water fountains.

- 5.3 Parking. Landlord warrants that during the Term of this Agreement it will provide parking facilities on the Property ("Parking Area"), as more particularly described in **Exhibit D** attached hereto and made part hereof, to accommodate Tenant and Tenant's employees, agents, patrons, assignees, invitees, licensees, contractors, visitors, and guests.

6. **Use of Premises.**

- 6.1 Tenant may use and occupy the Premises for operation of a cultural center, general or governmental office and warehouse, or for any lawful purpose consistent with the general operations of Tenant's business ("Permitted Uses"). Tenant shall have access to the Property (including the Premises) on a twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year basis.
- 6.2 Tenant will not, without the written consent of Landlord, which consent shall not be unreasonably withheld, permit the Premises to be occupied by any person, firm, or corporation other than Tenant and its employees, agents, contractors, licensees, invitees, and guests. Nothing in this Section 6.2 shall require Tenant to obtain Landlord's consent for an assignment or sublease made pursuant to Section 16.
- 6.3 Tenant further covenants that (i) no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Property and/or Premises; (ii) no act or thing shall be permitted and nothing shall be kept in or about the Property and/or Premises that would increase the risk of hazard or fire; (iii) no waste shall be permitted or committed upon or any damage done to the Property and/or Premises; and (iv) Tenant will not use or occupy or permit the Premises to be used or occupied in any manner that violates any applicable laws or regulations of any government authority.

7. **Quiet Possession.** Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the Term hereof, provided that Tenant performs all the covenants and conditions that it is required to perform under this Agreement, and Landlord warrants that it has full right and sufficient title to lease the Premises to Tenant for the Term.

8. **Utilities and Other Services.** During the Term, Landlord, at its sole cost and expense, shall pay for all utilities, services, and expenses for the Premises, including but not limited to: HVAC unit maintenance, repair and replacement; A/C filter maintenance and replacement routinely when needed; electricity, janitorial services and supplies on a two (2) day per week basis for the Premises and the common areas of the Property; light bulb and lamp/light fixture replacement; water and sewer service; heat; pest control; exterior building; Parking Area services; plumbing; telephone and internet services for the Premises and common areas of the Property; security alarm systems; and trash removal for the Premises and common areas of the Property.
9. **Repair and Maintenance.**
 - 9.1 **Repair.** Tenant shall keep the Premises in good, clean, structural condition throughout the Term of this Agreement. Landlord, at its sole cost and expense, shall maintain and keep in good repair the roof, skylights, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinklers (wet and dry), hot water systems, elevators, heating plants, air conditioning plants, ventilation, air conditioning, plumbing, electrical systems, and all appurtenances thereto. Landlord shall make any and all repairs necessitated by water seepage or by other causes.
 - 9.2 Landlord, at its sole cost and expense, shall make any and all repairs, replacements, or changes to the Property and/or Premises which may be necessary to make the Property, Premises, or Permitted Uses comply with the applicable laws, ordinances, orders, or regulations of any federal, state, county, or municipal authority, now or hereafter in effect, unless specifically exempted therefrom.
 - 9.3 Landlord shall make all abovementioned repairs within twenty-four (24) hours of being notified by Tenant of the required repair. In the event that Landlord fails to make the required repair within twenty-four (24) hours, Tenant may elect to: (i) grant Landlord additional time to make the required repair; or (ii) make the required repair on behalf of Landlord and deduct the amount of the required repair from Tenant's Monthly Rent Payment. In the event that Tenant elects to make the required repair on behalf of Landlord, and the amount of the required repair is higher than Tenant's Monthly Rent Payment, Landlord shall reimburse Tenant the amount above the Monthly Rent Payment within thirty (30) days of Landlord being provided an invoice certified by Tenant detailing the expense incurred. If Landlord fails to make the required repairs, or fails to reimburse Tenant, Tenant may immediately terminate this Agreement.

- 9.4 Maintenance. Landlord, at its sole cost and expense, shall perform all maintenance of the Property and Premises including, without limitation to, exterior maintenance, routine gardening, cutting, mulching, pruning and similar maintenance of all foliage, routine and nonroutine maintenance of parking areas, common exterior areas, and swale areas within the Property line (including cleaning, painting, striping, paving, and repairs). Landlord shall routinely clean, maintain, and repaint the exterior as needed, and Landlord shall keep and maintain the interior of the Premises in a clean and orderly state of appearances throughout the Term of this Agreement.
10. **Alterations and Improvements.**
- 10.1 Nonstructural Changes. Tenant may make non-structural changes, alterations, or additions to the Premises ("Personalty") with prior written consent from Landlord. All Personalty shall remain the exclusive property of Tenant unless the Parties agree otherwise in writing. Tenant agrees that all Personalty and personal property placed on the Premises shall be at Tenant's own risk. Tenant shall remove all Personalty from the Premises not later than ninety (90) days after expiration or earlier termination of this Agreement. Tenant may be granted additional time to remove its Personalty with prior written consent from Landlord, and said consent shall not be unreasonably denied or withheld.
- 10.2 Structural Changes. Tenant may, at its own expense, make such structural changes, alterations, additions, and improvements to the Premises ("Improvements") as it deems necessary or expedient for the Tenant's operations at the Premises with prior written consent from Landlord, so long as Tenant obtains all permits, inspections, and certificates of occupancy as required by the governmental authorities having jurisdiction over the Property. If Landlord grants Tenant consent for the Improvements, Landlord shall have the right of first refusal to make the Improvements upon terms and conditions agreeable to the Parties. If Landlord refuses to make said Improvements, or the Parties are unable to reach mutual agreement, Tenant may elect to make the Improvements at Tenant's sole cost and expense. Upon expiration or earlier termination of this Agreement, all Improvements shall become the property of Landlord.
11. **Casualty.**
- 11.1 Casualty. In the event of damage to the Property, Premises, or any part thereof, during the Term caused by fire, the elements, or other cause ("Casualty"), Tenant shall give Landlord immediate notice of the Casualty. The Property and/or Premises shall be repaired immediately by and at the expense of Landlord. Notwithstanding the above, if the

Premises is destroyed by a Casualty so as to require substantial rebuilding, as determined by Tenant, of the Premises, Monthly Rent Payment shall be paid up to the time of such destruction, this Agreement will terminate, and neither the Tenant nor the Landlord will have any further liability pursuant to this Agreement.

- 11.2 Force Majeure. The performance by Landlord and Tenant of their obligations under this Agreement will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restriction or laws, fire or other damage, war, epidemic, or civil disorder, or other causes beyond the reasonable control of the Party delayed, but not delay resulting from changes in economic or market conditions, or financial or internal problems of the Party delayed, or problems that can be satisfied by the payment of money. As a condition to the right to claim a delay under this Section 11.2, the delayed Party will (i) notify the other Party of the delay within seven (7) calendar days after the delay occurs; and (ii) give the other Party a weekly update that describes in reasonable detail the nature and status of the delayed Party's efforts to end the delay.

12. Default and Remedies.

- 12.1 Landlord Default. If Landlord defaults under its obligations of this Agreement and fails to cure such default within ninety (90) calendar days after Tenant's written notice, or in the event the breach is not correctable within ninety (90) calendar days, fails to commence correcting or diligently pursuing correction of the breach within ninety (90) calendar days after written notice from Tenant identifying the breach, then (a) Landlord shall be liable for any damages to property or loss thereby sustained by Tenant and (b) Tenant may have such default corrected at Landlord's expense and Landlord shall reimburse Tenant upon presentation of an invoice certified by Tenant detailing the corrections made and the expenses incurred. This provision shall not deprive Tenant of the right to recover damages for breach of this Agreement or of the right to specific performance of this Agreement.
- 12.2 Tenant Default. If Tenant defaults under its obligations of this Agreement and fails to cure such default within ninety (90) calendar days after Tenant's written notice, or in the event the breach is not correctable within ninety (90) calendar days, fails to commence correcting or diligently pursuing correction of the breach within ninety (90) calendar days after written notice from Landlord identifying the breach, then (a) Tenant shall be liable for any damages to property or loss thereby sustained by Landlord and (b) Landlord may have such default corrected at Tenant's expense and Tenant shall reimburse Landlord upon

presentation of an invoice certified by Landlord detailing the corrections made and the expense incurred. This provision shall not deprive Landlord of the right to recover damages for breach of this Agreement or of the right to specific performance of this Agreement.

13. **Termination.** In addition to the termination rights provided for in this Agreement, the Parties agree to the following:
 - 13.1 **Tenant Termination for Convenience.** Tenant shall have the right to terminate this Agreement for convenience by providing written notice to Landlord at least on hundred twenty (120) calendar days before the date of termination.
 - 13.2 **Landlord Termination for Convenience.** Landlord shall have the right to terminate this Agreement for convenience by providing written notice to Tenant at least one hundred twenty (120) calendar days before the date of termination.
 - 13.3 If either Party should exercise the right to terminate this Agreement for convenience, neither Party shall have any rights or obligations hereunder upon the effective date of the termination, except as expressly otherwise provided for in this Agreement.
 - 13.4 If at any time the County Administrator (as defined below) determines that termination of the Agreement is necessary to protect public health, safety, or welfare, the County Administrator may terminate this Agreement upon providing such notice as the County Administrator deems appropriate under the circumstances. The "County Administrator" is defined as the administrative head of Tenant pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
14. **Surrender Upon Termination.** Upon expiration or earlier termination of this Agreement, Landlord shall provide written notice to Tenant to peaceably surrender and deliver the Premises to Landlord. Tenant agrees that it will leave the Premises in the condition existing at the commencement of this Agreement, subject to sections 9 and 10 and reasonable wear and tear. Tenant shall allow Landlord, with prior written notice, to inspect the Premises to determine that the Premises is in the same condition existing at the commencement of this Agreement, subject to sections 9 and 10 and reasonable wear and tear.
15. **Holdover by Tenant.** Tenant may remain in possession of the Premises after expiration of this Agreement ("Holdover") only with the approval of Landlord. A Holdover will not be deemed or construed to be a renewal or extension of the Agreement. Any Holdover by Tenant shall create a month-to-month tenancy, subject to all conditions, provisions, and obligations of this Agreement in effect on the last day of the Term. Either Party may terminate a Holdover at the end of

any month upon providing thirty (30) calendar days written notice to the other Party.

16. **Assignment and Subletting.**

16.1 Tenant may assign or sublet all or a portion of the Premises to a non-governmental entity or individual, with the prior approval of Landlord, which approval shall not be unreasonably withheld or delayed, provided that (1) the Premises is continued to be used for the Permitted Uses stated herein, (2) the assignee or sublessee does not undertake any extra-hazardous activities on account of fire, disreputable uses, or illegal activities on the Premises. If the proposed private assignee or subtenant is not reasonably acceptable to Landlord, Tenant shall not have the right to enter into such assignment or sublease.

16.2 Tenant may, without Landlord's prior consent, assign or sublet all or a portion of the Premises to a governmental agency, as defined by state law, or to any legal entity that is a wholly-owned subsidiary, affiliate, or successor to Tenant; provided that (i) such governmental agency or subsidiary, affiliate or successor to Tenant is of the same or better financial condition as Tenant, and (ii) the use of the Premises by such assignee or sublessee does not result in a material increase in the population density at the Premises (e.g. employees per 1,000 square feet) or a material increase in demand for parking.

16.3 If all of Tenant's interests in the Premises are assigned pursuant to this Section 16 and assumed by Tenant's assignee, such assignment shall relieve Tenant from all liability under this Agreement. Notwithstanding the foregoing, Landlord will require the assignee to sign an assignment agreement, wherein assignee will assume the terms of this Agreement.

16.4 If Tenant subleases all or a portion of the Premises, Tenant shall remain secondarily liable under this Agreement in the event the sublessee defaults.

17. **Right to Mortgage and Sell.** Landlord may encumber the Property by mortgage, securing such sum upon such terms and conditions as Landlord may desire. Such mortgage shall be a first lien upon the Property, superior to the rights of Tenant. Landlord may sell the Property. Landlord must give Tenant prior written notice ninety (90) calendar days before any proposed sale of the Property or any assignment of Rent to Landlord's mortgagee. In the event that Landlord elects to sell Property, the Tenant may elect to: (1) have this Agreement expressly assumed by the buyer, subject to the buyer's approval, or, (2) accept a termination for convenience by the Landlord.

18. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

To Tenant:

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email Address: mcepero@broward.org

And a copy to:
Director of Real Property and Real Estate Development
Governmental Center
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Email Address: lmahoney@broward.org

To Landlord:

Dickey Consulting Services, Inc.
1033 Northwest 6th Street, Suite 206
Fort Lauderdale, Florida 33311
Email Address: sdickey@dickeyinc.com

19. **Change in Ownership.** If Landlord sells the Property, or any part of the Premises, and Tenant elects to have this Agreement expressly assumed by the buyer, Landlord shall immediately, together with the new owner, notify Tenant to whom and where future Monthly Rent Payments should be made. Should Landlord and the new owner fail to jointly notify Tenant, Tenant may withhold the Monthly Rent Payment. Tenant's withholding of the Monthly Rent Payment does not constitute a default of this Agreement.
20. **Eminent Domain.** If the Property is taken or condemned by a governmental authority or entity having the power of eminent domain, the Parties agree as follows:
- 20.1 **Total Taking.** The Term of this Agreement shall be terminated if the entire Property is taken by the exercise of the power of eminent domain. Upon such termination of the Term, the Parties shall be released from their respective obligations under this Agreement effective on the date title to the Property is transferred to the condemning authority.

- 20.2 Partial Taking. In the event of a partial taking, if, in Tenant's sole determination, the remaining portion of the Premises and/or Property is rendered unusable for Tenant's Permitted Uses as the result of such partial taking, the Term of this Agreement shall be terminated.
- 20.3 Award. Tenant shall not be entitled to any condemnation award for the Premises and/or Property.
21. **Representations and Warranties**.
- 21.1 Landlord's Representations and Warranties. Landlord hereby covenants and warrants that:
- 21.1.1 Landlord is the fee simple owner of the Property, and Landlord has good and marketable title thereto.
 - 21.1.2 Landlord has not received any notice from a governmental authority for a violation of law, ordinance, or regulation regarding the Property and/or Premises.
 - 21.1.3 If the Property and/or Premises is subject to restrictive covenants, Landlord has not received any notice regarding a breach of such covenants.
 - 21.1.4 The Premises is not subject to a prior lease, ground lease, or any covenants, declaration, easement, or other document or encumbrance, which is reasonably likely to interfere with Tenant's use and occupancy of the Premises for the Permitted Uses.
 - 21.1.5 The Premises and the Permitted Uses for the Property comply with all laws, statutes, codes, ordinances, rules, orders, and regulations of all federal, state, and local governmental or quasi-governmental authorities having jurisdiction over the Property.
 - 21.1.6 Tenant and its employees, agents, contractors, licensees, invitees, and guests shall have a continuous right to access the Premises and Property from public or private right-of-way and other public travel ways and routes.
- 21.2 Tenant's Representations and Warranties. Tenant hereby covenants and warrants that its use of the Premises during the Term of this Agreement will comply with all laws, statutes, codes, ordinances, rules,

and regulations of all federal, state, and local government or quasi-governmental authorities having jurisdiction over the Property.

22. **Inspection.** Landlord, or its duly authorized agent, which shall be identified in writing to Tenant, or authorized employees of Landlord's agent, may enter the Premises at reasonable times to inspect the Premises upon prior reasonable notice of inspection to Tenant.
23. **Insurance and Sovereign Immunity.**
- 23.1 For the duration of the Lease, Landlord shall maintain commercial general liability insurance, and all risk insurance (special form or equivalent) covering loss of or damage to the Property in the amount of its replacement value with such endorsements and deductibles as Landlord shall determine from time to time. Landlord shall have the right to obtain flood, earthquake, and such other insurance as Landlord shall determine from time to time or shall be required by any lender holding a security interest in the Property. Landlord shall not obtain or be responsible to obtain insurance for Tenant's fixtures, equipment, or personal property on the Premises, or for any building improvements installed by Tenant, including, without limitation, any Tenant Property. Tenant shall not do or permit anything to be done that shall invalidate any such insurance of Landlord.
- 23.2 Landlord shall, at its sole cost and expense, pay the premiums of the insurance policies maintained by Landlord under Section 23.1 (if applicable).
- 23.3 **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by Tenant nor shall anything included herein be construed as consent by Tenant to be sued by third parties in any matter arising out of this Agreement.
24. **Environmental Contamination.** The Parties represent and warrant to each other that neither Party has, as of the date of execution of this Agreement, to the best of each Party's knowledge used, produced, manufactured, stored, disposed of, or discharged any hazardous waste, or toxic substances, nor allowed a third party, to use, produce, manufacture, store, disposed of, or discharge any hazardous wastes, or toxic substances in, under, or about the Property during the time in which Landlord has owned the Property or during the time Tenant has leased the Property from Landlord.
25. **Contract Administrators.** For purposes of this Agreement, the Contract Administrator for Tenant is the County Administrator or the County Administrator's designee.

26. **Jurisdiction, Venue, and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
27. **Fiscal Year.** The continuation of this Agreement beyond the end of any Broward County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.
28. **Attorneys' Fees.** Each Party shall bear its own attorneys' fees and costs in any litigation or proceeding arising under this Agreement.
29. **Third Party Beneficiaries.** Neither Landlord nor Tenant intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
30. **Compliance with Laws.** Landlord and Tenant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Agreement.
31. **Materiality and Waiver of Breach.** Landlord and Tenant agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver or breach of any provision or modification of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Agreement.
32. **Severability.** In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both Landlord and Tenant elect to terminate the Agreement. The election

to terminate this Agreement pursuant to this section shall be made within ten (10) business days after the court's finding become final.

33. **Joint Preparation.** The Parties acknowledge that they have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The Agreement expresses the Parties' mutual intent, and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
34. **Amendments.** No modification, amendment, or alternation in the terms or conditions contained herein will be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.
35. **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 the Broward County Public Health Unit.
36. **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
37. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.
38. **Recording.** Tenant, at its sole cost and expense, shall record this Agreement in the Public Records of Broward County, Florida, within ten (10) business days after the execution of the Agreement by the Parties.
39. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

40. **Incorporation by Reference.** Attached **Exhibits A, B, C, and D** are incorporated into and made a part of this Agreement.
41. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.
42. **Counterparts/Multiple Originals.** This Agreement may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
43. **Further Assurances.** The Parties agree to cooperate in the event that either Party deems it necessary or advisable to amend this Agreement or execute any document to effectuate the terms of this Agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____ (Agenda Item No. ____), and DICKEY CONSULTING SERVICES, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

<p>ATTEST:</p> <p>_____</p> <p>Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners</p>	<p>BROWARD COUNTY, by and through its Board of County Commissioners</p> <p>By _____</p> <p style="text-align: center;">Mayor</p> <p>_____ day of _____, 20____</p>
	<p>Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641</p> <p>By: _____</p> <p style="text-align: right;">Reno Pierre (Date) Assistant County Attorney</p> <p>By: _____</p> <p style="text-align: right;">Annika E. Ashton (Date) Deputy County Attorney</p>

RVP/sr
Lease Agreement for 1033 NW 6th Street - Sistrunk
10/28/2022

LEASE AGREEMENT BETWEEN BROWARD COUNTY AND DICKEY CONSULTING SERVICES, INC. FOR 1033 SISTRUNK BOULEVARD

LANDLORD

<p>WITNESSES:</p> <p>_____ Signature of Witness 1</p> <p>_____ Print Name of Witness 1</p> <p>_____ Signature of Witness 2</p> <p>_____ Print Name of Witness 2</p>	<p>DICKEY CONSULTING SERVICES, INC., A Florida corporation</p> <p>By: _____ SIGNATURE</p> <p>Title: _____</p> <p>Print Name: _____</p> <p>_____ day of _____, 20____</p> <p>I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:</p> <p>_____ Attorney for Dickey Consulting Services, Inc.</p>
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ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of Dickey Consulting Services, Inc., Florida, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

State of Florida
My Commission Expires: _____
Commission Number: _____

(Notary Seal)

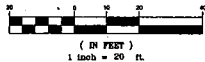
EXHIBIT A

DESCRIPTION OF PROEPRTY

prepared by
McLAUGHLIN ENGINEERING COMPANY (LB#285)
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
PHONE: (954) 763-7611
FAX: (954) 763-7615



GRAPHIC SCALE



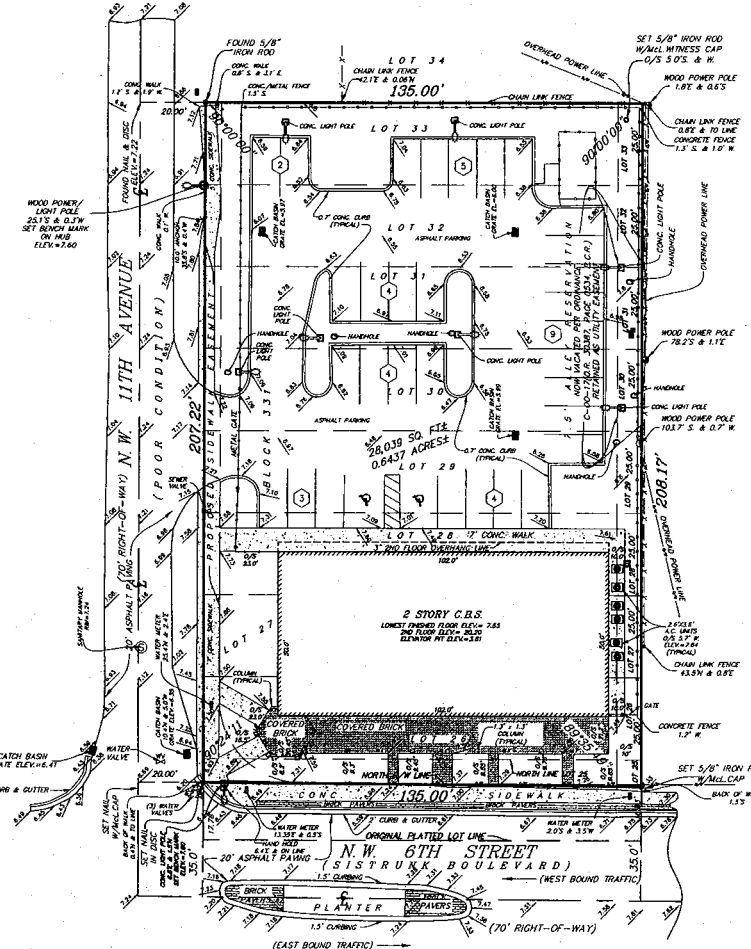
LEGEND

- | | |
|--|---|
| <ul style="list-style-type: none"> Δ = CENTER ANGLE (DEG) Δ = BEARING Δ = CURVE Δ = CHAIN Δ = POINT OF BEGINNING Δ = POINT OF ENDING Δ = POINT OF TANGENCY Δ = POINT OF INTERSECTION Δ = POINT OF BEGINNING Δ = POINT OF ENDING Δ = POINT OF TANGENCY Δ = POINT OF INTERSECTION Δ = POINT OF BEGINNING Δ = POINT OF ENDING Δ = POINT OF TANGENCY Δ = POINT OF INTERSECTION | <ul style="list-style-type: none"> Δ = ELEVATION Δ = BEARING Δ = CURVE Δ = CHAIN Δ = POINT OF BEGINNING Δ = POINT OF ENDING Δ = POINT OF TANGENCY Δ = POINT OF INTERSECTION Δ = POINT OF BEGINNING Δ = POINT OF ENDING Δ = POINT OF TANGENCY Δ = POINT OF INTERSECTION Δ = POINT OF BEGINNING Δ = POINT OF ENDING Δ = POINT OF TANGENCY Δ = POINT OF INTERSECTION |
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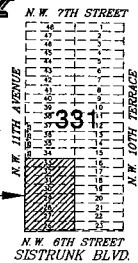
NOTES:

- 1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Underground improvements if any not located.
- 3) This drawing is not valid unless sealed with an embossed surveyor's seal.
- 4) Boundary survey information does not infer Title or Ownership.
- 5) All iron rods 5/8", unless otherwise noted.
- 6) Reference Bench Mark: Catch Basin located at the S.E. corner of the intersection of N.W. 7th Street & N.W. 11th Avenue. Elev=6.15
- 7) Elevation shown refers to National Geodetic Vertical Datum (1929), and are indicated thus: "NAD 29"
- 8) This property lies in Flood Zone "AE". Elev=7.0 Per Flood Insurance Rate Map No. 1201100216 F Date: August 18, 1992. Community Panel No. 125101 Index Map Dated: October 2, 1997.
- 9) Legal Description supplied by client and does not infer Title or Ownership.
- 10) Right-of-Way information from City of Fort Lauderdale Right-of-Way Project #2423, Row #105, sheet 13 of 15.

FINAL CONSTRUCTION ASBUILT SURVEY **LOTS 25 - 33, BLOCK 331,** **LESS THE R/W FOR SISTRUNK BOULEVARD,** **PROGRESSO,** **PLAT BOOK 2, PAGE 18, D.C.R.**



THIS SURVEY



Location Sketch
Not To Scale

Legal Description

Lot 25, less the road Right-of-Way for Sistrunk Boulevard and all of Lots 26, 27, 28, 29, 30, 31, 32, and 33, Block 331, PROGRESSO, according to the plat thereof, recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida.

FORT LAUDERDALE,
BROWARD COUNTY, FLORIDA

There are no other easements, road reservations or rights-of-way of record affecting this property per Paramount Title Services, Inc. Search No. 05-549-23, dated April 14, 2005.

- 1) Easement per O.R. Book 1482, Page 194 B.C.R., lies within existing R/W for N.W. 6th Street
- 2) Resolution per O.R. Book 2209, Page 320 B.C.R. affects this property Nothing Plottable
- 4) Agreement per O.R. Book 559 B.C.R. affects this property Nothing Plottable
- 5) Ordinance No. C-00-17 per O.R. Book 30387, Page 534 B.C.R. affects this property as shown

CERTIFIED TO: Landmark Title Services, Inc.; Dickey Consulting Services, Inc.; Northwest Savings Bank, a Pennsylvania Chartered Stock Savings Bank; and Attorneys Title Insurance Fund. (NOT RESURVEYED)

Revised to add certifications this 19th day of October, 2010. (NOT RESURVEYED)

CERTIFICATION

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61017-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 13th day of October, 2004.
Revised this 11th day of March, 2005.
Revised to add Easement search notes this 2nd day of March, 2005.
Staked building 5.0' offsets and set site Bench mark this 26th day of August 2009.
Stational location made this 16th day of September, 2009.
Foundation location made and elevations taken this 5th day of October 2009.
Final Construction Asbuilt made this 24th day of May, 2010.

McLAUGHLIN ENGINEERING COMPANY
Carl E. Albrecht
Registered Land Surveyor No. 4185
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO. 105-48, LB# 254/79, LB# 292/54, LB# 292/55, LB#294/53
JOB ORDER NO. U-0034, U-5394

FILE NO. 04-2-091 (10)

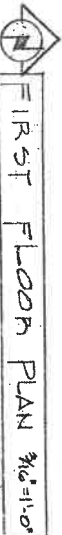
CHECKED BY: C.A.
DRAWN BY: S.P. ROR

EXHIBIT B
PREMISES



1/2" = 1'-0"
(SIM. & OPP. HAND FOR OTHER RESTROOM)

1/2" = 1'-0"
(SIM. & OPP. HAND FOR OTHER RESTROOM)



REV 10-30-06



△

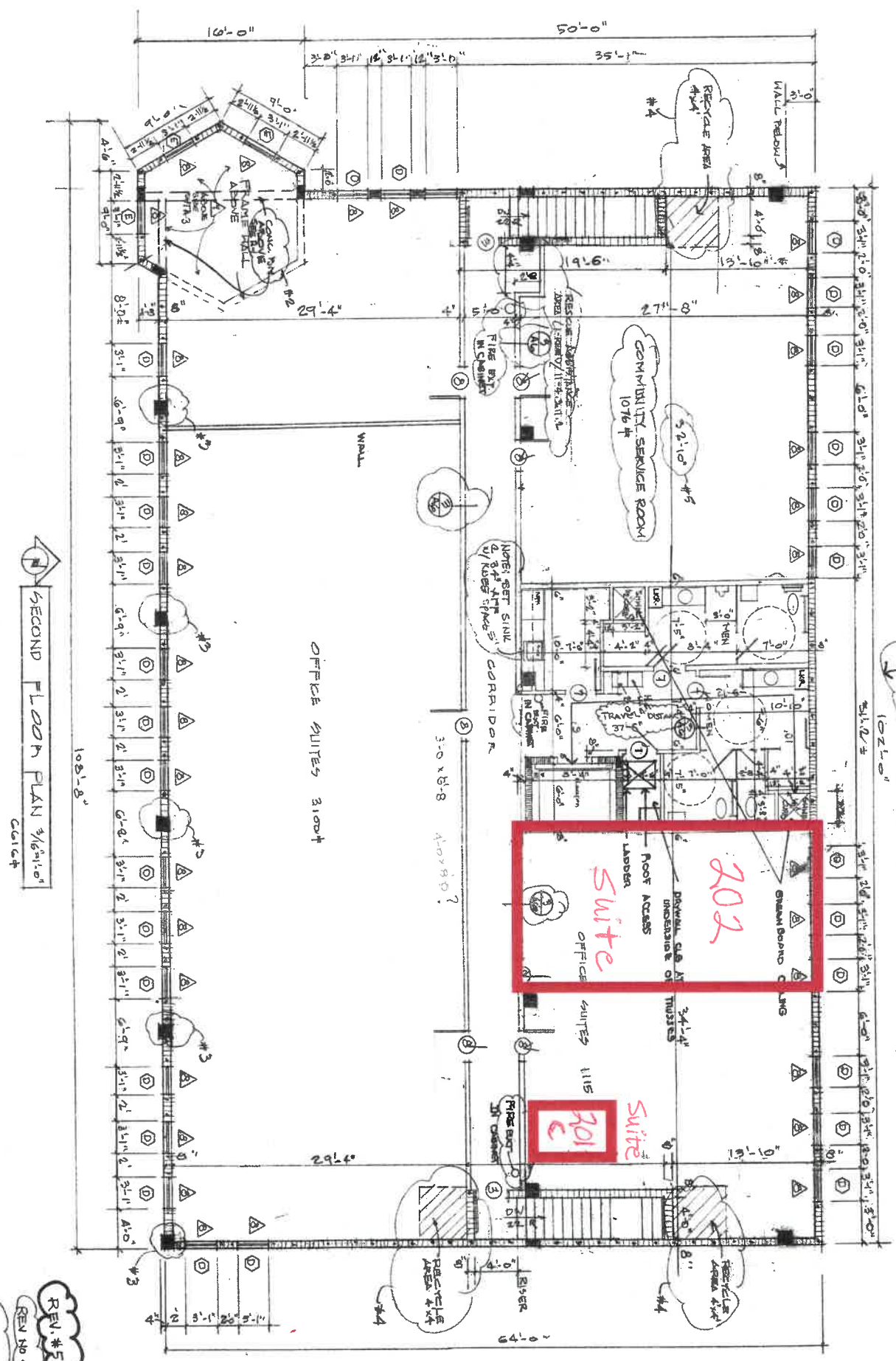
21302

310

WILLIAM L. OSBORN A.I.A.
ARCHITECT
3600 WEST COMMERCIAL BOULEVARD, SUITE 208
FT. LAUDERDALE, FLORIDA 33309 (954) 677-9300

TWO STORY RETAIL/OFFICE BUILDING
COMMUNITY REDEVELOPMENT AGENCY
1025 - 1033 NW 6 STREET FORT LAUDERDALE, FL.

TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS SUBMITTED HEREWITH COMPLY WITH ALL EXISTING INTERPRETATIONS AND PROVISIONS OF THE APPLICABLE BUILDING CODES AT THE TIME OF THE PLANS PREPARATION. NO WARRANTY EITHER EXPRESSED OR IMPLIED IS HEREBY GIVEN.



SECOND FLOOR PLAN 3/16/01
C614

- REV. #5 9-25-01
- REV. #4 9-18-01
- REV. #3 7-1-01
- REV. #2 1-15-08
- REV. #1 10-30-06

A-2	WILLIAM L. OSBORN A.I.A. ARCHITECT 3600 WEST COMMERCIAL BOULEVARD, SUITE 208 FT. LAUDERDALE, FLORIDA 33309 (954) 677-9300	TWO STORY RETAIL/OFFICE BUILDING COMMUNITY REDEVELOPMENT AGENCY 1025 - 1033 NW 6 STREET FORT LAUDERDALE, FL	TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS SUBMITTED HERewith COMPLY WITH ALL EXISTING INTERPRETATIONS AND PROVISIONS OF THE APPLICABLE BUILDING CODES AT THE TIME OF THE PLANS PREPARATION. NO WARRANTY EITHER EXPRESSED OR IMPLIED IS HEREBY GIVEN.
	DATE: 1-15-08 DRAWN: 2-13-03		

EXHIBIT C
RENT SCHEDULE

1033 Sistrunk Boulevard Lease						
<u>Rental Year</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	Total Rent Due During First Five (5) Year Term
Prior Year Annual Rental Rate		\$140,000	\$144,200	\$148,526	\$152,982	
3% Annual Increase		\$4,200	\$4,326	\$4,456	\$4,589	
Current Year Rental Rate	\$140,000	\$144,200	\$148,526	\$152,982	\$157,571	\$743,279
<u>Rental Year</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>	Total Rent Due During Second Five (5) Year Term
Prior Year Annual Rental Rate	\$157,571	\$162,298	\$167,167	\$172,182	\$177,348	
3% Annual Increase	\$4,727	\$4,869	\$5,015	\$5,165	\$5,320	
Current Year Rental Rate	\$162,298	\$167,167	\$172,182	\$177,348	\$182,668	\$861,664
<u>Rental Year</u>	<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>	Total Rent Due During Third Five (5) Year Term
Prior Year Annual Rental Rate	\$182,668	\$188,148	\$193,793	\$199,607	\$205,595	
3% Annual Increase	\$5,480	\$5,644	\$5,814	\$5,988	\$6,168	
Current Year Rental Rate	\$188,148	\$193,793	\$199,607	\$205,595	\$211,763	\$998,905
<u>Rental Year</u>	<u>Year 16</u>	<u>Year 17</u>	<u>Year 18</u>	<u>Year 19</u>	<u>Year 20</u>	Total Rent Due During Fourth Five (5) Year Term
Prior Year Annual Rental Rate	\$211,763	\$218,115	\$224,659	\$231,399	\$238,341	
3% Annual Increase	\$6,353	\$6,543	\$6,740	\$6,942	\$7,150	
Current Year Rental Rate	\$218,115	\$224,659	\$231,399	\$238,341	\$245,491	\$1,158,004
<u>Rental Year</u>	<u>Year 21</u>	<u>Year 22</u>	<u>Year 23</u>	<u>Year 24</u>	<u>Year 25</u>	Total Rent Due During Fifth Five (5) Year Term
Prior Year Annual Rental Rate	\$245,491	\$252,856	\$260,441	\$268,254	\$276,302	
3% Annual Increase	\$7,365	\$7,586	\$7,813	\$8,048	\$8,289	
Current Year Rental Rate	\$252,856	\$260,441	\$268,254	\$276,302	\$284,591	\$1,342,445

EXHIBIT D
PARKING AREA

