

**AGREEMENT OF LEASE BETWEEN BROWARD COUNTY AND THE
HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA**

This Lease Agreement ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the Housing Finance Authority of Broward County, Florida, a public body and politic created pursuant to the Florida Housing Finance Law, Part IV, Chapter 159, Florida Statutes (the "HFA") (County and the HFA are individually referred to as a "Party" and collectively referred to as the "Parties"), and is effective as of the date it is executed by both Parties ("Effective Date").

RECITALS

- A. The HFA is the owner of the Property, consisting of the parcel of land located at 110 NE 3rd Street, Fort Lauderdale, Florida 33301, together with a three-story office building located thereon, as more particularly described in Section 1.6 of this Agreement.
- B. County desires to lease from the HFA certain space on the Property for use as office facilities.
- C. The Parties desire to enter into this Agreement to establish the lease terms for the Property.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law.** All applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.3. **County Administrator.** The administrative head of Broward County appointed by the Board.
- 1.4. **County's Parties.** The officers, agents, contractors, subcontractors, and vendors of County, and all their employees, and all invitees of County.
- 1.5. **Day(s).** Calendar days, not business days, unless otherwise specified in this Agreement.
- 1.6. **Property.** The parcel of land located at 110 NE 3rd Street, Fort Lauderdale, Florida 33301, together with all improvements thereon, including without limitation the three-story office

building situated on the parcel, as more particularly described in **Exhibit A** attached hereto and made a part hereof, subject to rights-of-way and all other property interests of record.

ARTICLE 2. LEASE

2.1. Premises. Subject to the terms in this Agreement, the HFA leases to County a designated portion of the building located on the Property, comprising 8,428 square feet, as more fully described in **Exhibit B** ("Premises").

2.2. Configuration Adjustments. The location or configuration of the Premises within the building may change from time to time during the Term based on operational needs. Any adjustments must be submitted by County for review and approved in writing by the Executive Director of the HFA, or the Executive Director's written designee, on no more than a semiannual basis. Adjustments under this section shall not alter the total square footage of the Premises and shall not require a formal amendment to this Agreement. Approved adjustments may be documented administratively, including by updated floor plans or other descriptive materials maintained by the Parties. Unless expressly stated in the written approval, such adjustments will not affect the Term or Annual Rent.

ARTICLE 3. TERM, TERMINATION, AND SURRENDER

3.1. Initial Term. The initial term of this Agreement commences retroactively on October 1, 2025, and continues through September 30, 2030 ("Initial Term"), unless otherwise earlier terminated or extended as provided in this Agreement.

3.2. Renewal Term. County may renew this Agreement for up to two (2) successive five (5) year terms (each a "Renewal Term"), subject to HFA approval and on the same terms and conditions as this Agreement. To exercise a Renewal Term, the County Administrator, or the Administrator's written designee, must provide written notice to the HFA's Executive Director at least sixty (60) Days before the expiration of the then-current term. A Renewal Term becomes effective only upon the HFA's written acceptance, signed by its Executive Director or the Executive Director's written designee. The Initial Term and any Renewal Terms, if exercised, are collectively referred to as the "Term."

3.3. Termination for Convenience. This Agreement may be terminated for convenience by either Party with at least thirty (30) Days advance written notice.

3.4. Surrender. Upon the expiration or earlier termination of this Agreement, County shall yield and deliver peaceably and promptly to the HFA the possession of the Premises. County shall surrender the Premises in the condition existing at the commencement of this Agreement, reasonable wear and tear excepted. All maintenance and repairs on the Premises to be completed by County shall be completed before surrender.

ARTICLE 4. RENT

4.1. Annual Rent. During the Term, County shall pay rent to the HFA ("Annual Rent") as provided in this Article 4. County shall pay Annual Rent in the amount of One Hundred Eighty-Five Thousand Five Hundred Forty Dollars (\$185,540) per year. For rent calculation purposes only, the Parties agree that 1,698 square feet of Common Areas has been designated, and County has been allocated 849 square feet of such Common Area, with the remaining 849 square feet allocated to the HFA. Except for this rent allocation, all Common Areas shall otherwise be shared by the Parties without additional charge. Accordingly, the Annual Rent is based on 8,428 square feet of Premises and 849 square feet of allocated Common Areas, calculated at \$20.00 per square foot. County shall pay the Annual Rent to the HFA in a single payment without setoff or deduction on or before October 1 of each year during the Term.

4.2. Annual Rent Adjustment. The Annual Rent shall be adjusted annually on October 1 of each year during the Term (each annual adjustment date being hereinafter referred to as a "Rent Adjustment Date"). On a Rent Adjustment Date, the Annual Rent shall be increased by an amount equal to the product of (i) the Annual Rent paid immediately preceding the Rent Adjustment Date then at hand; and (ii) three (3%) percent.

ARTICLE 5. USE OF PREMISES AND COMMON AREAS

5.1. Use of the Premises. County shall use the Premises for general office purposes, and for no other purpose without the prior written consent of the HFA, which consent shall not be unreasonably withheld. County accepts the Premises in its as-is condition. At all times during the Term, the Parties agree to cooperate in good faith to avoid any material conflicts or unreasonable interruptions with the operations of the other Party.

5.2. Use of Common Areas. In addition to the rights granted to County under this Agreement, County and County's Parties shall have the non-exclusive right to use, access, and enjoy all Common Areas of the Property. "Common Areas" shall include, without limitation, lobbies, restrooms, hallways, elevators, stairwells, driveways, walkways, landscaped areas, parking areas (subject to the parking provisions set forth in Section 5.2.1), and other shared facilities and amenities on the Property provided by the HFA for common use. County's use of the Common Areas shall be solely in connection with, and incidental to, its use of the Premises as permitted under this Agreement and shall be subject to any reasonable rules and regulations governing the use of the Common Areas as may be adopted by the HFA from time to time.

5.2.1. Parking. Exterior parking spaces, meaning surface parking spaces located outside the building structure, shall be shared by all building occupants. Interior parking spaces, meaning parking spaces located within the building structure or in an enclosed parking garage, may be used by County at the discretion of the Executive Director of the HFA.

5.2.2. Access Hours. County shall have access to the Premises and Common Areas Monday through Friday between the hours of 8:00 a.m. and 7:00 p.m. When needed for County

purposes, the Executive Director of the HFA, or the Executive Director's written designee, may, in their sole discretion, grant additional access hours upon written request by County.

5.2.3. Use Restrictions. County shall not store any materials outside of the Premises without prior written permission from the Executive Director of the HFA, and any approved storage shall be limited to short-term needs. Access to the building roof is prohibited except for approved vendors and authorized Facilities Management Division staff.

ARTICLE 6. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

6.1. Compliance with Applicable Law. County and County's Parties shall comply with Applicable Law that now or at any time during the Term apply to the Property or any operations at the Property.

6.2. Assurance of Proper Safeguards. County and County's Parties shall comply with governmental requirements to ensure proper safeguards for the protection of persons and property on the Property.

ARTICLE 7. MAINTENANCE, REPAIR, ALTERATIONS, IMPROVEMENTS, AND PERSONALTY

7.1. HFA's Responsibility for Maintenance and Repair. The HFA shall be responsible for all costs associated with the repair and maintenance of the Property, including without limitation, custodial services, generator maintenance, HVAC maintenance, elevator maintenance, and waste disposal services. Notwithstanding, the HFA shall not be responsible for any costs related to the Premises that are specifically assigned to County in Section 7.2 below. The HFA reserves the right, but not the obligation, to undertake any maintenance and repair activities on the Premises during the Term, as it deems necessary. The HFA shall be responsible for the costs of all repair and maintenance work it elects to undertake on the Premises. Pursuant to Section 30.5(a)(4) of the Broward County Administrative Code, the HFA is authorized to utilize the services of County officials and staff, as employees and agents of the HFA, including to conduct any work described herein or Section 7.3 below. The HFA shall reimburse the appropriate County department or agency for any such services rendered.

7.2. County's Responsibility for Maintenance and Repair. Except as set forth above in Section 7.1 above, County shall be responsible for all costs associated with the repair and maintenance of the Premises, including without limitation, any improvements thereon, whether the repair or maintenance is ordinary or extraordinary, structural, or otherwise. Additionally, County shall maintain the Premises in a clean, neat, and orderly condition at all times, including upkeep and maintenance of all of County's equipment and personal property which are located in any part of the Premises which is open to or visible by the general public. County and the HFA shall work together to ensure the maintenance and repairs of the Premises are completed in a manner and class to preserve the Premises in good order and condition, and that any repair leaves the items

or structures being repaired in a condition at least comparable to the original work. County may also perform maintenance and repair of the Property, at its sole cost, provided that County, acting through its County Administrator or a written designee, must provide prior written notice to the HFA and obtain written approval from the Executive Director of the HFA, or the Executive Director's written designee, before undertaking any such maintenance or repair. For purposes of this section, notice and approval by electronic mail shall be sufficient. County's notice must detail the nature, scope, and duration of the activities.

7.3. Structural Changes. The HFA may make any structural alterations or improvements to the Property, including the Premises, at its sole discretion. All structural alterations or improvements to the Property, including the Premises, shall be the exclusive property of the HFA and shall remain on the Property upon termination of this Agreement. County may not make structural alterations or improvements to the Premises without the prior written consent of the Executive Director of the HFA, and any approved structural work shall be performed at County's sole cost and expense.

7.4. Non-Structural Changes. County may make non-structural alterations or improvements that are necessary to facilitate County's use of the Premises provided County obtains advance written approval from the Executive Director of the HFA, or the Executive Director's written designee. All non-structural alterations or improvements to the Premises shall be considered "Personalty" and remain the exclusive property of County unless County and the HFA agree otherwise in writing, and County, at County's sole expense, shall remove all such property from the Premises upon the termination or expiration of this Agreement; provided, however, that the Premises be restored to its original condition, normal wear and tear excepted.

7.5. Personal Property. County agrees that all personal property placed by County on the Property shall be at the risk of County. County shall promptly notify the HFA in writing of any damage to the Property and any occurrence, incident, or accident occurring on the Property.

7.6. If County contracts with a third party to conduct any maintenance and repair obligations under this Agreement, County shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify, hold harmless, and defend County, the HFA, and all of County's and the HFA's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel

satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. RISK AND INSURANCE

8.1. Nothing herein is intended to serve as a waiver of sovereign immunity by County or the HFA. County is a governmental entity and is fully responsible for the negligent or wrongful acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

8.2. Within five (5) Days after request by the HFA, County must provide the HFA with written verification of liability protection that meets or exceeds any requirements of Florida law.

8.3. If County maintains broader coverage or higher limits than the minimum coverage required under Florida law, the HFA shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

8.4. The foregoing requirements shall apply to County's self-insurance, if any.

8.5. County shall require that each third-party contractor that is retained to conduct any of County's maintenance and repair obligations under this Agreement maintain insurance coverage that adequately covers the services provided by that third party contractor. County shall ensure that all such third-party contractors name "Housing Finance Authority of Broward County, Florida" as an additional insured under the third-party contractors' applicable insurance policies.

8.6. The Property, including all improvements thereon, shall be included in the County's self-insured property insurance program, as part of the County's broader risk management pool. County shall maintain property insurance coverage for the Property in a manner consistent with its coverage of similarly situated County-owned or County-leased properties.

ARTICLE 9. ASSIGNMENT AND SUBLETTING

Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by County, without the prior written consent of the HFA. County shall not sublet the Premises or any part thereof without the prior written consent of the HFA.

ARTICLE 10. UTILITIES

The HFA shall pay for all electric, water, garbage, and all other utility fees or charges for the Premises when due. Extension of utility mains or services to meet County's needs on the Premises shall be at County's sole expense and will also become the HFA's property upon installation.

ARTICLE 11. OTHER PROVISIONS

11.1. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", and "hereunder" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article.

11.2. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.3. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.4. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.5. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.6. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the HFA and County.

11.7. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and 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.

11.8. Notice. All notices, approvals, and consents required to be obtained hereunder must be in writing to be effective. Notice by e-mail shall be deemed to be sufficient notice.

11.9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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 health department.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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__; and the Housing Finance Authority of Broward County, Florida, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Christina A. Price Digitally signed by Christina A. Price
Date: 2025.09.19 15:41:54 -04'00'
Christina A. Price (Date)
Senior Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2025.09.19 15:42:03 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

Lease – Housing Finance Authority
09/19/2025
#1182969v3

**AGREEMENT OF LEASE BETWEEN BROWARD COUNTY AND THE HOUSING FINANCE
AUTHORITY OF BROWARD COUNTY, FLORIDA**

HFA

**HOUSING FINANCE AUTHORITY OF
BROWARD COUNTY, FLORIDA**, by and
through its Chair

By: _____
Colleen La Plant

Print Name and Title

_____ day of _____, 2025

ATTEST:

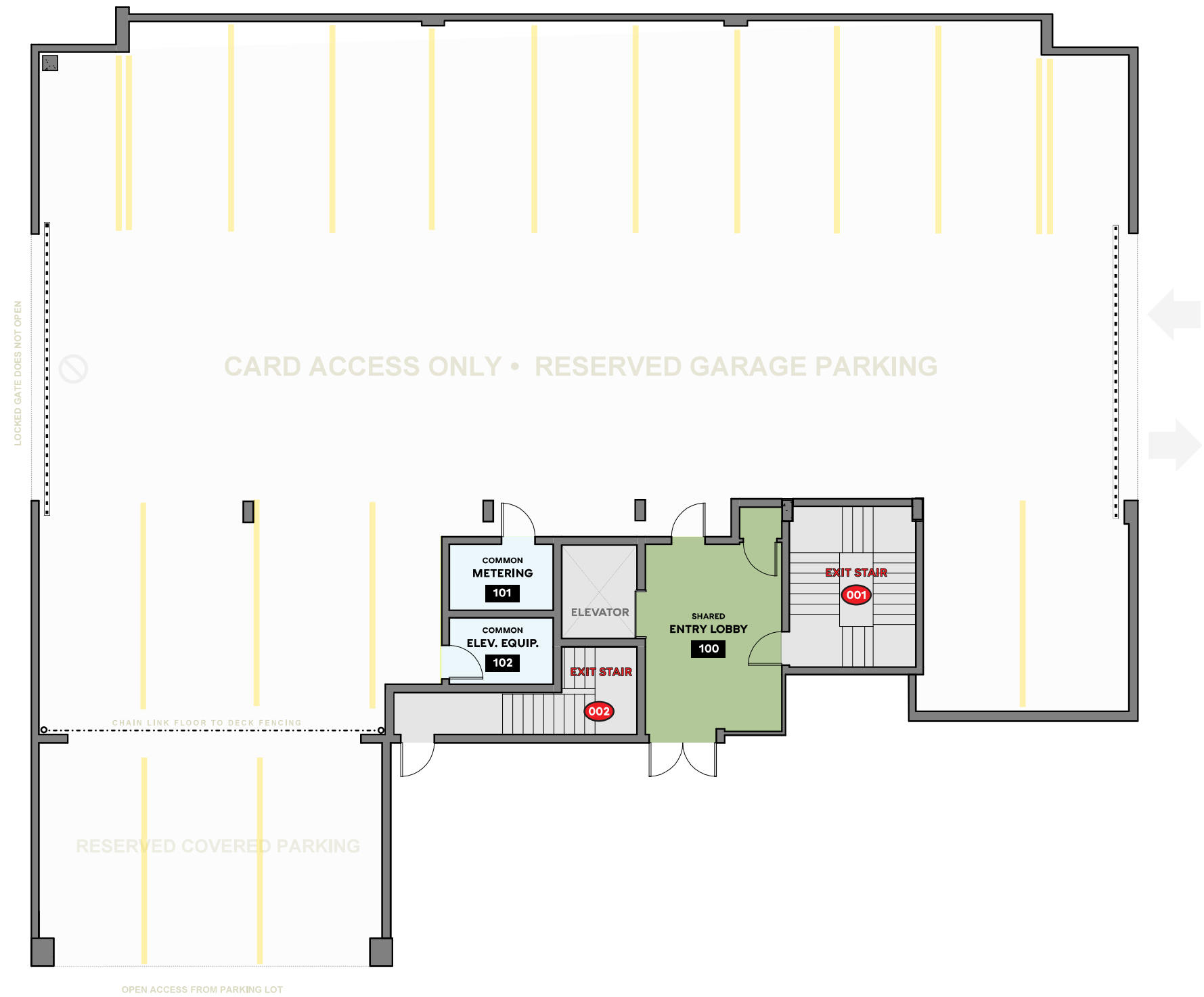
By: _____
Ruth T. Cyrus, Secretary

_____ day of _____, 2025

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

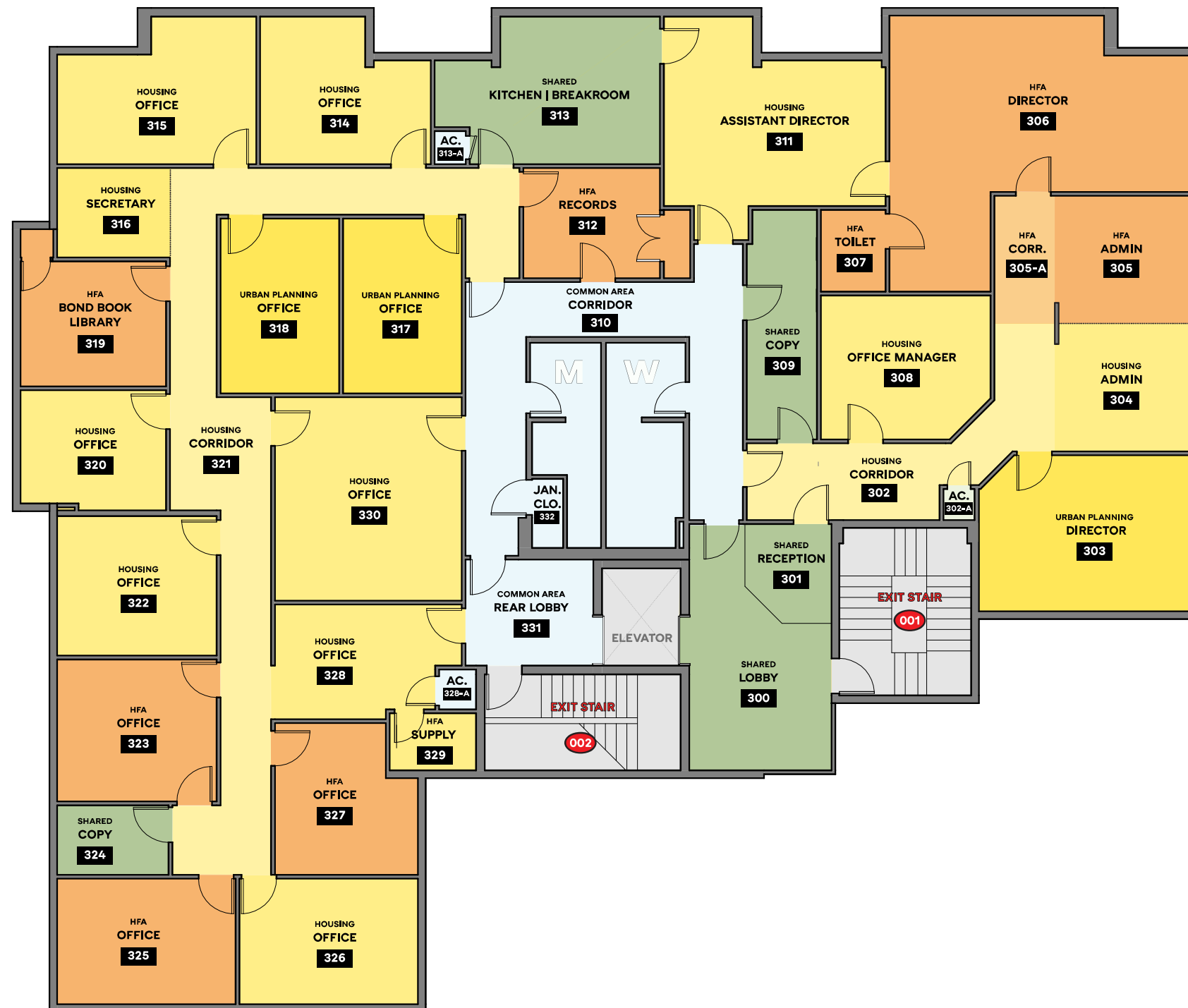
Lots 43, 44, 45, 46, 47, 48, 49 and 50 in Block "A" of FORT LAUDERDALE LAND AND DEVELOPMENT COMPANY SUBDIVISION OF LOTS 1, 2, 3 AND 4, in Block 2 OF THE TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 57, of the Public Records of Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

EXHIBIT B
SKETCH OF PREMISES
(attached)





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LEASING PLAN FOR HFA BUILDING

		COMMON	SHARED 3.00	HFA	URBAN PLANNING	HOUSING	COUNTY TOTAL	TOTAL USABLE
FIRST / GROUND FLOOR								
001	EXIT STAIR 1	161.36						
101	METERING	54.86						
102	ELEV. EQUIP.	55.10						
100	ENTRY LOBBY		217.95	72.65	72.65	72.65	145.30	
002	EXIT STAIR 2	108.68						
First Floor Sub Total		380.00	217.95	72.65	72.65	72.65	145.30	597.95
SECOND FLOOR								
221	OFFICE					229.21	229.21	
222	OFFICE					168.00	168.00	
223	OFFICE					168.00	168.00	
224	OFFICE					142.42	142.42	
212	KITCHEN BREAKROOM		177.15	59.05	59.05	59.05	118.10	
225	OFFICE					135.33	135.33	
211	OFFICE					175.28	175.28	
214	COPY ROOM					215.00	215.00	
215	AC CLOSET	23.00						
216	CORRIDOR					190.00	190.00	
226	OFFICE					123.45	123.45	
227	OFFICE					192.73	192.73	
228	OFFICE					126.94	126.94	
229	OFFICE					118.68	118.68	
230	DATA PROCESSING					155.26	155.26	
231	OFFICE					161.88	161.88	
217-B	SECRETARY					52.00	104.00	
217-A	SECRETARY/ RECEPT.					52.00	52.00	
232	OFFICE					111.00	111.00	
219	OFFICE					127.08	127.08	
220	OFFICE					185.24	185.24	
213	OFFICE					119.23	119.23	
210	OFFICE					156.51	156.51	
209	OFFICE					169.27	169.27	
208	OFFICE					146.02	146.02	
206	OFFICE					128.27	128.27	
207	OFFICE					112.79	112.79	-
203	CONFERENCE ROOM B		224.12	74.71	74.71	74.71	149.41	
202	CONFERENCE ROOM A		463.68	154.56	154.56	154.56	309.12	
202-T	OUTDOOR TERRACE							
201	ENTRY		123.84	41.28	41.28	41.28	82.56	
233	AC CLOSET	27.00						
M	MEN'S RESTROOM	103.90						
W	WOMEN'S RESTROOM	114.68						
234	JANITOR CLOSET	34.82						
205	CORRIDOR	370.66						
200	LOBBY		176.81	58.94	58.94	58.94	117.87	
204	AC CLOSET	8.54						
218	CORRIDOR					244.08	244.08	

Second Floor Sub Total **682.60** **1,165.60** **388.53** **388.53** **4,294.20** **4,734.74** **5,805.87**

THIRD FLOOR

300	LOBBY		199.08	66.36	66.36	66.36	132.72
301	RECEPTION		58.20	19.40	19.40	19.40	38.80
302	CORRIDOR					199.00	199.00
302-A	AC CLOSET	6.25					-
303	OFFICE				248.79		248.79
304	ADMIN OFFICE					123.00	123.00
305	ADMIN. OFFICE			123.00			-
305-A	HFA CORRIDOR			65.00			-
306	OFFICE			441.81			-
307	TOILET			38.82			-
308	OFFICE					173.21	173.21
309	SHARED COPY		117.00	39.00	39.00	39.00	78.00
310	CORRIDOR	292.79					-
M	MEN'S RESTROOM	85.15					-
W	WOMEN'S RESTROOM	114.68					-
332	JANITOR CLOSET	15.78					-
311	OFFICE					278.75	278.75
312	RECORDS			125.75			-
313	KITCHEN BREAKROOM		213.09	71.03	71.03	71.03	142.06
313-AC	AC CLOSET	10.82					-
314	OFFICE					163.41	163.41
315	OFFICE					189.45	189.45
316	SECRETARY					74.11	74.11
317	OFFICE				152.24		152.24
318	OFFICE				152.24		152.24
319	LIBRARY			141.35			-
320	OFFICE					125.52	125.52
321	CORRIDOR					452.18	452.18
330	OFFICE?					278.90	278.90
322	OFFICE/SECT.?					163.29	163.29
328	OFFICE					144.05	144.05
328-A	AC CLOSET	10.82					-
329	SUPPLY					36.19	36.19
331	REAR ELEV. LOBBY	99.46					-
323	OFFICE			166.28			-
324	COPY		56.80	18.93	18.93	18.93	37.87
327	OFFICE			146.29			-
325	OFFICE			164.39			-
326	OFFICE					164.39	164.39

Third Floor Sub Total **635.75** **644.17** **1,627.41** **767.99** **2,780.17** **3,548.17** **5,811.33**

AREA / CLASS TOTALS **1,698.35** **2,088.60** **8,428.20**

19.8596% 80.1404%