

**LEASE AGREEMENT BETWEEN
CITY OF LAUDERHILL
AND
CASTLE #14 CONDOMINIUM, INC.**

THIS LEASE AGREEMENT made and entered into this ____ day of _____, 2020, by and between the CITY OF LAUDERHILL, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as “CITY” and CASTLE #14 CONDOMINIUM, INC., hereinafter referred to as “CASTLE 14”.

WITNESSETH:

WHEREAS the CASTLE 14 is the entity charged with the operation and management of Castle 14 Condominium (herein the “Condominium”), pursuant to the Declaration of Condominium of Castle Apartments #14, recorded in Official Records Book 5444 at Page 498 of the Public Records of Broward County, Florida; and

WHEREAS, the Condominium includes a parking lot, generally located at the northeast intersection of NW 21st Street and NW 49th Avenue, adjacent to the parking lot as identified in the aerial image attached as Exhibit A; and

WHEREAS, the CITY owns a water treatment plant located at the northwest intersection of NW 21st Street and NW 49th Avenue, adjacent to the parking lot as identified in the aerial image attached as Exhibit B; and

WHEREAS, the CITY is in need of parking of CITY vehicles when servicing the water treatment plant; and

WHEREAS the Board of Directors of CASTLE 14 (“Board”) has agreed to lease a portion of the Condominium property (a portion of the parking lot) to the CITY, as identified in Exhibit C (herein “Leased Area”); and

WHEREAS, the CITY, at its own cost and expense, shall install a fence around the Leased Area identified in Exhibit C and will control the access of CITY vehicles to the parking; and

NOW THEREFORE, be it agreed by and between the parties for good and valuable consideration as well as the mutual covenants between the parties as follows:

1. CASTLE 14 grants and leases the Leased Area to the CITY, as specifically identified in Exhibit C, for the storage of equipment and/or vehicles, and for no other purpose.
2. CITY shall, at its own cost and expense, install and maintain: a fence around the specified area of the parking lot; a surveillance security system; and, install appropriate lighting. The CITY agrees to provide proposed plans and specifications and to obtain prior written approval of the Board prior to any such installations which may be withheld due to aesthetic concerns. The Board is authorized to deny any such applications if, in its sole discretion, it is of the opinion that the installation will not be aesthetically pleasing for the Condominium and its residents. Depending on the style

of fence proposed by the CITY, CASTLE 14 may also, but shall not be obligated to require the installation of screening to obscure the view of the equipment and/trucks stored within the Leased Area. If requested by the Board, at the end of the term of this lease, any and all installations shall be removed by the CITY and the Leased Area returned to its condition prior to any such installations.

3. CITY shall pay CASTLE 14 Twelve Thousand Dollars (\$12,000.00) at the time of signing the agreement and shall pay Ten Thousand Dollars (\$10,000.00) on an annual basis thereafter for use of the Leased Area, which shall be paid in one lump sum. This yearly payment shall be due on or before January 15, of each year.
4. This Lease shall be for an initial term of ten (10) years. The CITY shall have the option to renew the Lease upon the same terms and conditions for one (1) additional term of five (5) years. The CITY shall provide written notice to CASTLE 14 of its intent to renew not less than sixty (60) days prior to the expiration of a lease term.
5. During the term of this Lease, the CITY shall be responsible for upkeep and maintenance of the Leased Area inclusive of all improvements thereon, and agrees to maintain the Leased Area in good condition and repair. The CITY is responsible for any and all oils and/or fluid spills and/or damage on any Condominium Property caused by its trucks and/or equipment and, upon written notice of same, agrees to clean up and restore the property to its condition prior to any such spill and/or damage within five (5) business days. If the CITY fails to do so, Castle 14 may undertake repairs, at the cost to the CITY, which shall be added to rent and reimbursed to Castle 14 within thirty (30) days of written notice of the expense.
6. The CITY agrees that no trucks that are classified as “one-ton”, or having a payload capacity larger than one-ton, boat trailers, large generators exceeding a height of seven (7) feet from the ground, heavy duty equipment, including but not limited to, dump trucks, garbage and/or recycling trucks, street sweepers, cranes, excavators, front loaders, and/or other similar construction equipment, will be stored, parked and/or driven in the Leased Area.
7. The Agreement constitutes the full and complete agreement between the parties regarding its subject matter and supercedes all earlier and simultaneous agreements, oral or written, regarding the subject matter. This Agreement is the joint product of the respective parties and, in the event of a dispute, may not be more strictly construed against any party. If any provisions under the Contract or this Addendum become illegal, null or void for any reason, the remaining portions shall remain in full force and effect.
8. This Agreement is not assignable.
9. Venue: The Agreement shall be subject to and construed in accordance with the laws of the State of Florida. In the event any litigation is pursued to enforce the provisions of the Contract and/or this Addendum, venue shall lie in Broward County, Florida.

