

**POMPANO BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

8

Meeting Date: July 19, 2016

Agenda Item \_\_\_\_\_

**REQUESTED CRA BOARD ACTION:**

Resolution(s)     Consideration     Approval     Other

**SHORT TITLE OR MOTION:**    A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND DUC POMPANO, LLC FOR PROPERTY LOCATED AT 61 NE 1ST STREET, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

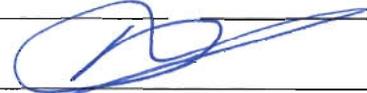
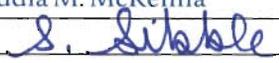
The CRA office has been located on the second floor of City Hall for many years, and at a time when there were virtually no visual signs of redevelopment. As development activity has progressed, it has become necessary to accommodate City staff efficiently. The determination was made that the second floor of City Hall would be the optimal location for development related services; thus the CRA would need to relocate, and optimally operate directly in the redevelopment area where leasing activity is most active. DUC Pompano, LLC owns a building located at 61 NE 1st Street, known locally as the Bank building. CRA staff believes the second floor of this property offers a suitable location for a relocated CRA office. The CRA Board considered a term sheet last month that outlined the provisions which would eventually be included in a Lease Agreement. The Lease Agreement in this agenda item identifies the rental rate of \$15/SF gross plus increase in taxes on pro-rata basis, as well as other typical terms of CRA lease agreements. The approval of this item will enable the agency to efficiently lease and promote the area to the private sector while keeping close proximity to City Hall.

**QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:**

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Adriane Esteban Ext. 7841
- (3) Expiration of contract, if applicable: 5 year initial term with two 2-year renewal options
- (4) Fiscal impact and source of funding: \$36,000 for the first year; 150-1910-539-44.10 (Rentals & Leases). It is anticipated that the Rent Commencement Date will occur after the new fiscal year. \$35,000; 150-1910-539.63-00 & 160-1920-539.63-00 Improvements accounts (budget adjustment)

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
_____	_____	_____	_____

- CRA Executive Director
- CRA Attorney
- Finance Director

  
 \_\_\_\_\_  
 Claudia M. McKenna  
  
 \_\_\_\_\_

**ACTION PREVIOUSLY TAKEN BY CRA BOARD:**

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
Results: _____	Results: _____	Results: _____



P. O. Drawer 1300  
Pompano Beach, FL 33060

Phone: (954) 786-5535  
Fax: (954) 786-7836

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**COVERSHEET**

**Date:** July 14, 2016

**To:** Pompano Beach CRA Board

**From:** Adriane Esteban, Project Manager

**Subject:** DUC Pompano, LLC Lease Agreement Agenda Item

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It is anticipated that the Landlord signature page of the Lease Agreement for this agenda item will be provided on or by Tuesday, July 19, 2016. If the CRA does not receive the Landlord signature page by the CRA Board meeting time, this agenda item will be pulled from the July 19, 2016, CRA Board agenda.



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**MEMORANDUM**

**To:** Pompano Beach CRA Board

**From:** Adriane Esteban, CRA Project Manager

**Date:** July 19, 2016

**Subject:** Lease Agreement with DUC Pompano, LLC for the property located at 61 NE 1<sup>st</sup> Street, Second Floor

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The CRA office has been located on the second floor of City Hall for many years, and at a time when there were virtually no visual signs of redevelopment activity. Over the years, City staff has transitioned to accommodate added development activity; much of which originates in the CRA. To accommodate City staff efficiently, the determination was made that the second floor of City Hall would be the optimal location for development related services; thus the CRA would need to relocate, and optimally operate directly in the redevelopment area where leasing activity is most active.

DUC Pompano, LLC owns a building located at 61 NE 1<sup>st</sup> Street in Downtown Pompano, known locally as the Bank Building. CRA staff believes the second floor of DUC's building would be the best location for the CRA office, considering the City needs this internal City Hall space for expansion. This convenient location is minutes away from City Hall, MLK Blvd. and the new Cultural Arts center.

Last month staff presented a Proposed Term Sheet to the CRA Board that included provisions that would be codified in a Lease Agreement for this property. Some of the terms for the Lease Agreement in this agenda item include the following:

- Rent will be \$15/SF gross, and will increase 3%-4% every year thereafter, however the CRA will reimburse Landlord the pro-rata share for increase in taxes over base year of 2017
- Initial Term is 5 years with two 2-year renewal terms
- The CRA shall have a 45 day Fixturing Period, in which no rent shall be due
- DUC will make improvements to the property so it can be used as the CRA's office



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- CRA will provide \$35,000 towards interior improvements related to the wheelchair lift and open ceiling plus additional funds towards the cost of wheelchair lift up to 10%, provided the Landlord provides documentation of such additional costs
- CRA will also reuse as much of the furniture, fixtures and equipment from the Business Resource Center in the new space.

With the approval of this agenda item the Agency will be able to efficiently lease and promote the area to the private sector while keeping close proximity to City Hall.

RESOLUTION NO. \_\_\_\_\_

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND DUC POMPANO, LLC FOR PROPERTY LOCATED AT 61 NE 1<sup>ST</sup> STREET, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The Lease Agreement between the Pompano Beach Community Redevelopment Agency and DUC Pompano, LLC, relating to the property located at 61 Northeast 1<sup>st</sup> Street, Pompano Beach, Florida (the Agreement), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** The proper officials are hereby authorized to execute the Agreement, together with such other documents as may be required to effectuate the Agreement.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of July, 2016.

\_\_\_\_\_  
**LAMAR FISHER, CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**MARGARET GALLAGHER, SECRETARY**

## LEASE AGREEMENT

This Lease Agreement (“Lease”) is made between **DUC POMPANO, LLC**, a Florida limited liability company, whose address for purposes of notice under this lease is 555 S Pompano Parkway, #5, Pompano Beach, FL 33069, (hereinafter referred to as “Landlord”) and **Pompano Beach Community Redevelopment Agency**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes, whose address for purposes of notice under this lease is 100 West Atlantic Blvd., Room 276, Pompano Beach, Florida 33060, (hereinafter referred to as “Lessee”).

### **Recitals**

Lessee desires to lease certain property in the City of Pompano Beach, Florida, for use as the Community Redevelopment Agency (CRA) office, and other related uses.

Landlord is the owner of a certain parcels of real property in the City of Pompano Beach, and is willing to rent said property to Lessee on the terms and conditions set forth in this Lease.

### **Agreement**

In consideration of the mutual covenants and agreements set forth in this Lease, Landlord and Lessee agree as follows:

1. **Lease of Property.** Landlord hereby leases to Lessee, and Lessee rents from Landlord, the following described commercial property (collectively, the “Premises”): 2,400 square feet located on the second floor of the building at 61 NE 1<sup>st</sup> Street, Pompano Beach, Florida 33060. Landlord and Lessee acknowledge that no real estate broker is engaged by either party. Any real estate broker fee, if any, shall be the Landlord’s sole responsibility.
2. **Lease Term.** The initial term (“Initial Term”) of this Lease shall be a period of five (5) years commencing on August 1, 2016 and ending on July 31, 2021.
3. **Possession.** The Lessee shall receive possession of the Premises at the time Landlord receives a Temporary Certificate of Occupancy (TCO) or Certificate of Completion (CC).
4. **Rent.** The rental amounts for the Premises (“Rent”) shall be as follows:
  - 4.1. There shall be no rental amount due for the Premises for the period 45 days from the date of Possession during which time Lessee shall make tenant improvements to the Premises (“Fixturing Period”). The first rental payment shall be due on the first day of the month following the Fixturing Period (the “Rental Commencement Date”).
  - 4.2. The annual Rent for the first year will be \$36,000.00 payable in equal monthly installments of \$3,000.00, commencing on the Rental Commencement Date.
  - 4.3. **Annual Rent Increase.**
    - 4.3.1. Beginning with the rental payment due after the first year from the Rental Commencement Date, the annual Rent for the Premises will increase annually by the greater of (i) 3%; or (ii) the percentage increase in the "Consumer Price Index for All Urban Consumers (CPI-U), U. S. City Average-All Items (1982-1984=100)", published by the Bureau of Labor Statistics of the United States

Department of Labor” (“CPI;” the increase in the CPI is the “CPI Increase”), not to exceed 4%.

- 4.4. **Rent Payments.** Lessee shall make Rent payments in equal monthly installments, which will be due on the first day of each calendar month.
- 4.5 **Security Deposit.** No security deposit shall be required under this Lease.
- 4.6 **Invoices.** Landlord agrees to provide an invoice for Rent to Lessee at least ten (10) days prior to the date Rent is due. If Landlord fails to send an invoice timely, the time for Lessee to pay Rent will be extended until ten days after Lessee receives the invoice from Landlord.
5. **Option to Renew.** Lessee shall have the right to renew this Lease for up to two (2) additional terms (“Renewal Terms”) of two (2) years each, on the terms and conditions of this Lease, by delivering to Landlord a written notice of its intention to renew the Lease to Landlord no later than 90 days prior to the end of the Term then in effect. The Initial Term and the Renewal Terms shall collectively be referred to as the “Term.”
  - 5.1. **Renewal Term Rent for Premises.** The Rent for the Premises in the Renewal Terms shall be as follows:
    - 5.1.1. **First Renewal Term.** The annual Rent for the first Renewal Term will escalate by 3% from the previous rental period and will commence on August 1, 2021. Rent will increase by 3% each year for the remainder of the First Renewal Term.
    - 5.1.2. **Second Renewal Term.** The annual Rent for the second Renewal Term will escalate by 3% from the previous rental period and will commence on August 1, 2023. Rent will increase by 3% each year for the remainder of the Second Renewal Term.
  - 5.2. **Exercise of Renewal Option.** The CRA Executive Director shall have the authority to exercise the option to renew this lease.
6. **Taxes and Assessments.** Landlord shall be responsible for all municipal, county, and state taxes (ad valorem and non-ad valorem) and assessments, which may be assessed against the Premises during the Term of this Lease. Lessee will be responsible for any taxes levied against the personal property and trade fixtures of Lessee located in and about the Premises.

Lessee furthermore agrees to pay Landlord back each year the difference between the Ad Valorem taxes of a particular year and the taxes as of 2017 on a pro-rata basis. Landlord will present a copy of the 2017 taxes. The pro-rata percentage of the Premises of the entire building is 50 %.
7. **Utilities.** Water and sewer services are provided to the Premises. Landlord shall provide other utility connections, including electricity and telecommunication service connections (telephone, internet, cable, etc.). Lessee will be responsible for paying the cost of all utilities (water, sewer, electric, gas, telephone, cable, etc.) serving the Premises during the Term. If utilities are billed to the Landlord, Lessee will reimburse Landlord within ten days after receipt of the invoice or utility bill from Landlord. If utilities are billed directly to Lessee, Lessee will pay the amounts due directly to the utility company prior to delinquency. If any utilities billed to Landlord include service to properties other than the Premises, Landlord will provide

Lessee with a calculation of the amount owed by Lessee.

8. **Use of Premises.** Although Lessee intends to use Premises for the operation of the CRA offices, Lessee shall have the right to use the Premises for any use permitted by applicable Federal, state, county, or city statutes, laws, ordinances, resolutions, orders, rules, or regulations (“Applicable Laws”). Lessee will not commit or permit any waste or damage to the Premises, and will not carry on any activity that constitutes a nuisance or violates any Applicable Laws. Lessee shall, at Lessee’s expense, procure and maintain all governmental licenses or permits, if any, required for Lessee’s proper and lawful use of the Premises.
9. **Landlord Improvements.** Landlord will provide electric and water meters for the second floor separately from the ground floor within 90 days of the Commencement Date. Landlord shall also make improvements to the Premises described in Exhibit “A” to create a vanilla box that is decorator ready.
  - 9.1. **Permits.** Landlord will be responsible for obtaining building permits for its work and for compliance with all codes with respect to its work.
  - 9.2. **Impact and Concurrency Fees.** Landlord will be responsible for paying all impact fees and concurrency fees, unless improvement of Lessee’s governmental agency offices are exempt from impact fees.
  - 9.3. **Lessee’s Contribution.** Lessee will contribute to Landlord Thirty-five Thousand Dollars (\$35,000.00) for interior improvements constructed by Landlord for Lessee’s benefit related to the cost of a wheelchair lift (approximately \$20,000) and the difference between open ceiling and drop ceiling (approximately \$15,000) in order to accommodate an open metal duct HVAC system, which will be installed in the rear office space. Lessee may contribute additional funds towards the cost of wheelchair lift up to 10%, provided Landlord provides documentation of such additional costs.
10. **Lessee Improvements.** Lessee will be responsible for furniture, fixtures, equipment, and tenant improvements described in Exhibit “B.” Lessee has the right to make changes, alterations and additions to the Premises (“Improvements”) without Landlord’s prior written consent as long as the Improvements are done in a good and workmanlike manner and comply with all Applicable Laws. All Improvements made by Lessee that are permanently attached to the Premises will become the property of Landlord and shall remain on the Premises at the end of the Term. Lessee will have the right to remove any moveable furniture, fixtures and equipment attached to the walls of the Premises at the end of the Term, as long as Lessee repairs any damage caused by the removal of such equipment. In addition, Lessee will have the right to remove from the Premises at the end of the Term any breakroom equipment or appliances provided by the Lessee, such as refrigerators and dishwasher installed by Lessee, as long as Lessee repairs any damage caused by the removal of such equipment.
  - 10.1. **Landlord’s Joinder in Applications.** Landlord agrees to join in and execute any permit applications, consents, or other document required in connection with the construction or installation of any Improvements by Lessee. Landlord agrees to sign any required documents within ten days after receipt of the request from Lessee and the document to be signed.

- 10.2. **Signage.** Lessee has the continuing right to install signs, awnings, marquees or other structures on the exterior of the Premises without Landlord's prior written consent, as long as the signs or structures comply with Applicable Laws.
11. **Landlord's Maintenance Obligation.** Landlord agrees to maintain the structural portion of the Premises, as well as the exterior portions of the Premises, including the foundation, outer walls, conduits, roof, windows, and doors. Lessee shall immediately notify the Landlord of any exterior or structural repairs or maintenance. Lessee shall use its best efforts to take all necessary steps to mitigate any potential dangers or hazards until repairs can be made. The property shall be maintained in accordance with all applicable code requirements of regulatory agencies as applicable. Landlord shall be responsible for the regular cleaning of the exterior windows, as necessary. In the event any repairs are necessary to the wiring and plumbing in the walls, floors, ceiling or hard structures of the Premises or any repair involves major penetration of walls, ceilings or floors, Landlord shall be responsible for the costs and shall notify the Lessee of the repairs.
12. **Lessee's Maintenance Obligation.** The Lessee shall obtain and pay the expenses of all janitorial, trash services, and pest control required for the Premises. Tenant shall keep in good repair the interior ceilings, interior doors, interior windows, interior walls and all tenant improvements in the Premises and shall be responsible for interior window cleaning of the Premises.
13. **Landlord's Right to Inspect Premises.** Landlord will have the right to enter upon and inspect the Premises, and to make necessary repairs to the Premises, at reasonable times and after notice to Lessee. Landlord will have the right to place a sign in Premises advertising that the Premises are available for rent not more than 30 days prior to the expiration of the Term.
14. **Ownership; Peaceful Enjoyment; Surrender of Premises.** Landlord represents and warrants that it owns the Premises free and clear of any claims, liens, or judgments that could affect Lessee's use and enjoyment of the Premises for the purposes contemplated by this Lease. Landlord will warrant and defend Lessee's right to the peaceful possession and enjoyment of the Premises during the Term of this Lease. At the end of the Term, Lessee will surrender the Premises in clean condition and good repair, normal wear and tear excepted. No surrender of the Premises by Lessee prior to the end of the Term of this Lease will be valid unless accepted by Landlord in writing.
- 14.1. **Mortgages.** Landlord represents that any mortgages encumbering the Premises are in good standing and have been paid through a current date, and that Landlord will keep such mortgages in good standing throughout the Term.
- 14.2. **Subordination.** Lessee acknowledges that this Lease and all rights of Lessee under this Lease shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises.
15. **Insurance.** Landlord shall carry General Commercial Liability Insurance and property insurance for the Premises; Lessee shall carry Commercial General Liability Insurance or provide evidence of insurance self-funding satisfactory to Landlord but such insurance or self-funding shall not be construed as a waiver of Lessee's sovereign immunity.

16. **Indemnification.** To the extent permitted by Applicable Laws, Landlord will indemnify and hold harmless Lessee and the Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever (“Claims”) that may arise from or be claimed against Lessee or the Premises by any person for any injury to person or property or damage of whatever kind or character arising out of or in connection with any of the following: (a) the use or occupancy of the Premises by Lessee or its employees, agents, guests, and invitees; or (b) any failure by Landlord or its employees, agents, guests, and invitees to comply with all Applicable Laws.
- 16.1. **Lawsuits.** The venue for any litigation shall be in Broward County, Florida.
- 16.2. **Limitation.** Any indemnification by Lessee set forth in this lease shall be limited to the specific monetary limits of Section. 768.28(5), of the Florida Statutes, which monetary limits shall be applicable regardless of whether said limitations would apply in the absence of this provision and shall not be construed as a waiver of Lessee’s sovereign immunity beyond such limits.
- 16.3. **Glass Damage.** In case of damage to glass in the Premises, Landlord agrees to replace the glass with glass of the same kind, size, and quality as quickly as possible at Landlord’s expense.
17. **Laws and Ordinances.** Landlord agrees to comply with the Applicable Laws and any safety requirements of all federal, state and local governments. Landlord shall maintain all required licenses from governmental agencies in full force and effect during the term of this Lease.
18. **Casualty Damage to Premises.** If the Premises are destroyed or so damaged by fire, casualty, or other disaster that they become unleaseable, Landlord will have the right to render the Premises leasable by making the necessary repairs within 90 days from the date of the casualty, with reasonable additional time, if necessary, for Landlord to adjust the loss with any insurance companies insuring the Premises, or for any other delay caused by conditions beyond Landlord’s control. If the Premises are not rendered leasable within the 90 day period, either party will have the right to terminate this Lease by written notice to the other. In the event of such termination, the Rent shall be paid only to the date of the casualty. If the Lease is not terminated, the Rent shall be abated during the period of time from the date of the casualty to the date Lessee is able to resume occupancy or the date of complete restoration of the Premises, whichever occurs first.
19. **Defaults.**
- 19.1. **Lessee’s Failure to Pay Rent.** If any Rent due under this Lease is not paid within thirty (30) days after Lessee’s receipt of the invoice for the payment due date, Landlord will have the right to resume possession of the Premises and re-lease or rent the Premises for the remainder of the Term for the account of Lessee and recover from Lessee at the end of the Term the difference between the Rent specified in this Lease and the Rent received on the re-leasing or renting.
- 19.2. **Other Defaults.** If either Landlord or Lessee fails to perform or breaches any covenant in this Lease other than the Lessee’s covenant to pay rent, and the failure or breach continues for a period of thirty days after the defaulting party receives written notice specifying the breach or failure to perform, (a) the party giving notice

may institute an action in a court of competent jurisdiction to either terminate this Lease or to seek specific performance of the Lease; or (b) Landlord or Lessee (as applicable) may, after 30 days written notice to the non-performing party, correct any such breach, and any costs incurred in correcting the breach shall be due and payable by the non-performing party on demand.

- 19.3. **Opportunity to Cure.** If the defaulting party commences to cure the default within the thirty (30) day period after the notice of default, but cannot complete the cure within the thirty (30) day period, the defaulting party will be permitted a reasonable time to complete the cure of the default, as long as the defaulting party diligently pursues the cure to completion.
- 19.4. **Bankruptcy.** If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest in the Premises is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Landlord, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons.
20. **No Waiver of Landlord's Rights.** The exercise by Landlord of any right or remedy to collect Rent or enforce its rights under this Lease will not be a waiver of or preclude the exercise of any other right or remedy afforded Landlord by this Lease or by Applicable Laws. The failure of Landlord in one or more instances to insist on strict performance or observation of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of Rent or any other payment or partial payment required to be made by the Lessee shall not act to waive any additional Rent or other payment then due. Even with Landlord's knowledge of the breach of any covenant or condition of this Lease, receipt of Rent will not operate as or be considered to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this lease, or of any of Landlord's rights, remedies, privileges, or options under this Lease, will be considered to have been made unless made by Landlord in writing.
21. **Assignment and Subletting.** Lessee may assign this Lease or sublet all or a portion of the Premises without Landlord's prior written consent, but shall not do so without notifying the Landlord. No assignment or sublease will relieve the Lessee of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every covenant of this Lease to be performed by Lessee, except that a sub-lessee shall be obligated to perform such covenants only as they relate to the portion of the Premises and the Rent covered by the sublease. The sublessee will be obligated to pay Rent directly to Landlord only after Lessee's default in payment and written demand from Landlord to sub-lessee to pay Rent directly to Landlord.
22. **Addresses for Payments and Notices.**

- 22.1. **Notices to Landlord.** Rent payments and notices to Landlord shall be mailed or delivered to the address set forth on the first page of this Lease, unless Landlord changes the address by written notice to Lessee.
- 22.2. **Notices to Lessee.** Notices to Lessee shall be mailed or delivered to the Premises and to Lessee's address set forth on the first page of the Lease, unless Lessee changes the address by written notice to Landlord.
- 22.3. **Mailing of Notice.** All notices required under this Lease shall be sent either by (a) certified or registered mail, return receipt requested; (b) hand-delivery with a receipt evidencing delivery, or (c) Federal Express or other nationally recognized overnight mail service.
- 23. **Radon Gas Notification.** 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 the county health department.
- 24. **Miscellaneous Provisions.**
  - 24.1. **Captions.** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.
  - 24.2. **Governing Law.** This Lease will be governed by the laws of the state of Florida, as to both interpretations and performance.
  - 24.3. **Entire Agreement.** This Lease sets forth all of the promises, agreements, conditions, and understandings between Landlord and Lessee relative to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No amendment, change, or addition to this Lease will be binding on Landlord or Lessee unless in writing and signed by both of them.
  - 24.4. **Successors and Assigns.** The terms of this Lease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, Landlord and Lessee have duly executed this Lease Agreement  
on \_\_\_\_\_, 2016

**“LESSEE”:**

Signed, Sealed and Witnessed  
In the Presence of:

**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Chairman

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Margaret Gallagher, Secretary

**EXECUTIVE DIRECTOR:**  
Redevelopment Management Associates, LLC  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name),  
a managing member

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**“LANDLORD”:**

Signed, Sealed and Witnessed

**DUC POMPANO, LLC**

In the Presence of:

a Florida limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ of \_\_\_\_\_.

He/she is personally known to me or who has produced type of identification) as identification.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

## EXHIBIT "A"

### Landlord's Work

Landlord's Work shall only include work as set forth in this exhibit. Tenant shall accept the Premises in its present "as-is" condition. Landlord covenants at its expense to keep the foundations, floors and roof of the Premises, and the structural soundness of exterior and interior walls thereof, and that portion of any utility lines serving more than one premises, in good order, repair and condition at Landlord's cost.

Landlord shall commence any such repair within a reasonable period of time after Landlord receives written notice from Tenant that the same is necessary, which notice shall specifically reference the required repair. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain.

Landlord shall make certain improvements to create vanilla box in decorator ready condition as identified below and sheets E-1.0 & E-2.0 with mark-ups attached as Exhibit "C". Landlord will provide the following specific items for Tenant:

#### A. Structure

1. Framing (Interior): shall be of wood studs, in accordance with applicable building codes. Gypsum board will clad each side of a demising wall between rooms and will contain sound insulation between the rooms.
2. Height of Interior Finished Tenant Space: the structure shall be sufficient to allow a finished interior ceiling height dictated by structural or mechanical limitations

#### B. Storefront

1. Glass Panel Storefront Door shall consist of impact glass and aluminum sections, in accordance with building codes. Landlord will provide one glass and aluminum entrance door with aluminum frame together with key lock. Glass will be clear with UV coating.

#### C. Interior Partitions

1. Landlord will provide interior partitions within the Premises according to Landlord's architectural plans attached as Exhibit "C", including gypsum board sheathing, electrical and telephone outlets according to the building code. Sheathing will be sprayed with one coat of texture and one prime coat of paint.
2. Interior doors will be installed for those rooms requiring them.

#### D. Insulation

1. The Landlord will provide certification that insulation of roofing system is R-19.

#### E. Doors

1. Two interior doors shall be provided by Tenant with Landlord providing the remaining interior doors. Landlord shall install all interior doors.

#### F. Conveying System

1. Landlord shall provide a wheelchair lift for access from ground floor entrance to Premises. The system may be in reconditioned condition. The location of the wheelchair lift shall be coordinated between the Landlord and Tenant, and be placed where the structural impact is minimized.

#### G. Utilities

1. Water and sewer will be provided to the Premises.
2. Electricity. Electrical supply lines will be provided to the Premises to its interior accessible electrical panel box located as described on the architectural plans.
3. Telephone will be provided to the Premises in a telephone panel box located in the Electrical Room, usually adjacent to the electrical panel.
4. Networking. Landlord shall wire networking capabilities in acceptance to the Tenant's IT Department needs, including installation of CAT 5E wires for phone and internet at locations to be determined by Tenant.
5. A conduit for telecommunication services will be installed at locations identified by Tenant, however telecommunication services including but not limited to telephone, internet, and Cable TV will not be provided at this time. Tenant will be responsible for activating these services.

#### H. Heating, Ventilating and Air Conditioning

1. Landlord will provide a roof mounted, split system with a 3-ton and 3-ton unit or units that provide adequate air conditioning per the FBC and local agencies, combination heating and air conditioning unit, which will have additional cooling capacity according to the Landlord's mechanical engineer's calculations.
2. Metal ductwork shall be installed for open ceiling area only (in rear of Premises). Remainder of ceiling to be 2' x 2' acoustical tile with ductwork above.

#### I. Plumbing

1. Landlord will provide a water line to the Premises.
2. Landlord will provide two restroom facilities, one of which is ADA compliant subject to applicable building codes.
3. Landlord shall provide hot water to the Premises.

#### J. Flooring.

1. In the Kitchenette Space, Landlord will provide tile.
2. In restrooms, Landlord shall provide ceramic tiles.
3. The staircase shall be tiled and have transition piece to Premises.

#### K. Finishes

1. All gypsum board interior will be finished with one sprayed coat of primer and one coat of white paint.
2. In the restrooms and other areas of Premises that are not open ceiling areas, ceiling (Interior) shall be dropped a minimum distance from the bar joists or the

underside of the roof in order to accommodate utilities, HVAC, and other infrastructure. The dropped ceiling may consist of a grid of 2' x 2' tegular acoustical tile panels with appropriate florescent lighting installed according to the architect's lighting diagram.

3. In all other areas of the Premises, landlord shall have an open ceiling.
4. Restrooms shall be finished with ceramic tile floor.
5. Staircase shall be tiled and have metal railing.
6. Break Room
  - i. Landlord shall install Break Room in Premises per Exhibit "C".
  - ii. Tenant shall provide Landlord with cabinetry for the Break Room, which Landlord shall install.
  - iii. Landlord shall install all electric and water connections for refrigerator, dishwasher, and microwave. Tenant shall be responsible for providing equipment.

## EXHIBIT "B"

### Tenant's Work

"Tenant's Work" is defined to mean any and all work to be performed by Tenant necessary to render the Premises suitable for Tenant's Use. Tenant's Work shall include, without limitation: all signage; telecommunication services including but not limited to telephone, internet, and cable TV; and finishes (including but not limited to paint, floor coverings, wall covering, etc.); furniture, fixtures, and equipment .

Tenant shall apply for and diligently pursue a permit for Tenant's Work from local authorities if applicable. Upon receipt of a permit for construction of Tenant's Work, Tenant shall promptly commence construction of Tenant's Work and thereafter diligently pursue the completion of Tenant's Work.

Tenant shall keep the Premises including, but not limited to, all entrances, vestibules, partitions, all windows and window frames, moldings, doors, lighting, HVAC ductwork, controls and compressors, utility lines and fixtures within the Premises, fixtures and equipment, the fire protection system, any security screen, walls and fixtures, clean, neat and safe and in good order, repair and condition (including all necessary replacement, painting and decorating), and keep all doors and fixtures, clean, neat and safe and in good order, repair and condition, damage by fire or other casualty covered by Landlord's insurance excepted. If, in an emergency, it shall become necessary to promptly make any repairs or replacements required to be made by Landlord, Landlord may enter the Premises and proceed to make such repairs or replacements and pay the cost thereof. Landlord shall assign to Tenant during the term of this Lease any warranties which Landlord has received with respect to the Premises and which apply to any repair required of Tenant under this paragraph.

Tenant shall procure any licenses and permits required for Tenant's Use and comply with the laws, orders and regulations of all governmental authorities.

Tenant's Work shall consist of the following:

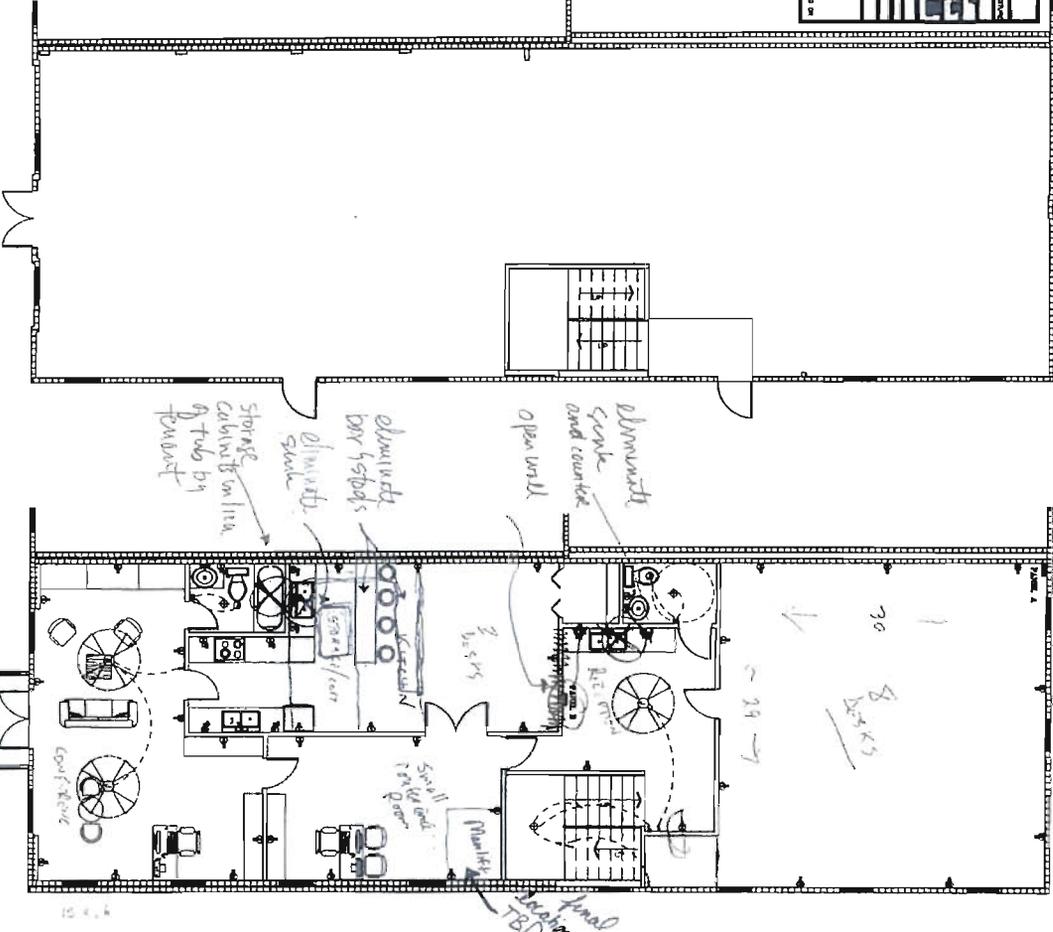
1. Installation of removable partitions and office cubicle systems
2. Additional electrical needs
3. Furniture, fixtures and equipment not provided in Landlord's Work including but not limited copier, refrigerator, dishwasher, and microwave
4. Accent paint colors on walls
5. Tenant shall provide the following items with Landlord installing: Break Room cabinetry, 2 interior doors and interior plate glass (if needed).
6. Security system will be provided by the Tenant. The Tenant may install at its discretion a security camera system which would be monitored by a third party vendor.
7. Installation of flooring in areas designated for carpet or wood.

- GENERAL ELECTRICAL NOTES**
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
  2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF POMPANO BEACH, FLORIDA, ELECTRICAL CODE.
  3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF POMPANO BEACH, FLORIDA, MECHANICAL CODE.
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  20. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF POMPANO BEACH, FLORIDA, MECHANICAL CODE.

PANEL A		PANEL B	
Panel No.	Panel Size	Panel No.	Panel Size
1	48" x 36"	1	48" x 36"
2	48" x 36"	2	48" x 36"
3	48" x 36"	3	48" x 36"
4	48" x 36"	4	48" x 36"
5	48" x 36"	5	48" x 36"
6	48" x 36"	6	48" x 36"
7	48" x 36"	7	48" x 36"
8	48" x 36"	8	48" x 36"
9	48" x 36"	9	48" x 36"
10	48" x 36"	10	48" x 36"
11	48" x 36"	11	48" x 36"
12	48" x 36"	12	48" x 36"
13	48" x 36"	13	48" x 36"
14	48" x 36"	14	48" x 36"
15	48" x 36"	15	48" x 36"
16	48" x 36"	16	48" x 36"
17	48" x 36"	17	48" x 36"
18	48" x 36"	18	48" x 36"
19	48" x 36"	19	48" x 36"
20	48" x 36"	20	48" x 36"

1 FIRST FLOOR ELECTRICAL PLAN  
SCALE: 3/4" = 1'-0"

2 SECOND FLOOR ELECTRICAL PLAN  
SCALE: 3/4" = 1'-0"



**E-10**  
SHEET

DESIGNED BY: CR  
CHECKED BY: MRP/BAW  
DATE: 4-2-86  
SCALE: AS SHOWN

**CARL G. FORBES P.E.**  
300 SOUTH DEER HWY. WEST - SUITE 11  
POMPANO BEACH, FLORIDA 33069  
PHONE: 954-782-8800 FAX: 954-782-8804  
CERTIFICATE OF AUTHORIZATION: 2679

**INTERIOR RENOVATIONS**  
61 NE 1 STREET, POMPANO BEACH, FLORIDA  
PHONE: 954-782-8800 FAX: 954-782-8804

REVISIONS	BY

DATE: 4/2/86  
PROJECT: 2679

