

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: October 15, 2025

Presenter's Name and Title: Debon L. Campbell II, Development & Intergovernmental Affairs Officer/PIO, on behalf of the Office of the City Manager

Prepared By: Debon L. Campbell II, Development & Intergovernmental Affairs Officer/PIO

Temp. Reso. Number: R8521

Item Description: Temp. Reso. #R8521 APPROVING THE TERMINATION OF THE SUBLEASE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND BROWARD COLLEGE FOR THE 2nd FLOOR SPACE LOCATED WITHIN THE MIRAMAR LIBRARY & EDUCATIONAL CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMINATION AGREEMENT. (*Development & Intergovernmental Affairs Officer/PIO Debon L. Campbell II*)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending a mailed notice to property owners within _____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths, etc.) vote by the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS: The Sublease Termination Agreement between the City of Miramar and Broward College formally ends the existing sublease for the 2nd floor space within the Miramar Library & Educational Center. As of the Effective Date, Broward College will surrender possession of the premises to the City. Each party will release the other from future claims, with indemnification obligations under the Sublease surviving termination. The Agreement has no fiscal impact and restores full control of the premises to the City for future use or re-lease opportunities.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8521**
- **Attachment(s)**
 - **Attachment 1: Termination Agreement**
 - **Attachment 2: Original Sublease Agreement (Executed August 14, 2008)**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Debon L. Campbell II, MPA, Dev. & Intergovernmental Affairs Officer/PIO

DATE: October 9, 2025

RE: Temp. Reso. No. 8521 approving termination of sublease agreement with Broward College

RECOMMENDATION: City Manager recommends approval.

ISSUE: Broward College no longer requires the 2nd floor space within the Miramar Library & Educational Center leased from the City of Miramar. The existing sublease remains active and must be formally terminated to avoid ongoing obligations and to allow the City to repurpose the premises.

The key business terms to note are as follows:

- **Parties:** City of Miramar and Broward College
- **Premises:** 2nd floor of Library space at Miramar Library & Educational Center.
- **Effective Date:** To be finalized at execution
- **Surrender:** Broward College to return possession to the city
- **Mutual Release:** Parties waive and release claims as of Effective Date
- **Survival:** Indemnification obligations survive termination
- **Execution:** Counterparts and electronic signatures permitted

BACKGROUND: The City of Miramar and Broward College entered into a Sublease Agreement for the 2nd floor space within the Miramar Library & Educational Center. The sublease established obligations regarding rent, maintenance, and use of the premises for educational programs. Broward College has determined it no longer needs this space, and both parties have negotiated a Termination Agreement to end the sublease and return full control of the premises to the City.

Temp. Reso. No. 8521
8/11/25
10/7/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE TERMINATION OF THE SUBLEASE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND BROWARD COLLEGE FOR THE 2ND FLOOR SPACE LOCATED WITHIN THE MIRAMAR LIBRARY & EDUCATIONAL CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMINATION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar and Broward College entered into a Sublease Agreement for space within the Miramar Library & Educational Center; and

WHEREAS, Broward College has determined that it no longer requires use of the premises; and

WHEREAS, the City and Broward College have agreed to terminate the Sublease Agreement and return possession of the premises to the City; and

WHEREAS, as part of the Termination Agreement, both parties mutually release one another from future claims, while preserving indemnification obligations that survive termination; and

WHEREAS, the City Manager recommends approval of the Termination Agreement to restore full control of the premises to the City for future use; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the Termination Agreement;

Reso. No. _____

Temp. Reso. No. 8521
8/11/25
10/7/25

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1. That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. The City Commission approves the Sublease Termination Agreement in the form attached hereto as Attachment “1,” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. The City Manager is authorized to execute the Sublease Termination Agreement and take such actions, execute, and deliver such documents as are necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall be effective upon the City Commission’s adoption.

Temp. Reso. No. 8521
8/11/25
10/7/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted

SUBLEASE TERMINATION AGREEMENT

THIS SUBLEASE TERMINATION AGREEMENT (“Termination Agreement”) is made as of this ____ day of _____, 2025 (the “Effective Date”), by and between the **CITY OF MIRAMAR**, a Florida municipal corporation, having an address at 2300 Civic Center Place, Miramar, Florida 33025 (“City”) and **BROWARD COLLEGE** (formerly known as Broward Community College), a political subdivision of the State of Florida, having an address at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 (“BC”) (collectively, the “Parties”), terminating that certain Sublease Agreement between the Parties dated August 14, 2008 (the “Agreement”).

RECITALS

1. WHEREAS, BC subleased from City the premises more fully described in the Agreement and the Parties are current in their obligations with respect to that Agreement;
2. WHEREAS, BC is willing to relinquish the premises back to City;
3. WHEREAS, City is willing to accept such relinquishment; and
4. WHEREAS, the Parties mutually agree to an early termination of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Termination.** City and BC hereby agree that, effective as of the Effective Date first written above, the Agreement and the Initial Term thereof is terminated and expired, and BC’s leasehold estate in and right of possession of the premises is terminated and wholly extinguished, as if said Effective Date was originally set forth in the Agreement as the Initial Term expiration date thereunder. Effective as of the Effective Date, neither City nor BC shall have any further rights or obligations under the Agreement, except as provided in this Termination Agreement.

2. **Pro-rata Payments.** City and BC agree that any fees due under the Agreement, including but not limited to parking, utilities, and BC’s Prorata Share (i.e. Additional Rent as described in the Agreement), shall be prorated through the Effective Date.

3. **Mutual Release.** As of the Effective Date, City and BC, for themselves and their respective heirs, executors, administrators, employees, predecessors-in-interest, successors, and assigns, do hereby waive, release, and forever discharge each other, and their respective successors and assigns, from all obligations, actions, causes of action, sums of money, covenants, agreements, promises, damages, judgments, claims, and demands whatsoever in law or in equity which each against the other ever had, now has, or which they or their respective predecessors, successors, or assigns hereafter may have, upon or by reason of any matter, cause, or thing whatsoever arising out of or in connection with the Agreement, the premises, or the building; provided that: (i) neither Party shall be released from any of its obligations under this Termination Agreement (and this Termination Agreement shall survive the termination of the Agreement); and (ii) neither City nor BC shall be released from any indemnification obligations under Section 14 of the Agreement as to matters occurring prior to the Effective Date (which obligations and indemnities shall survive the termination of the Agreement).

4. **Representations and Warranties.**

- 4.1. City and BC each hereby represent and warrant, as of the Effective Date, that: (i) the person executing this Termination Agreement on its behalf is duly authorized to execute and deliver this Termination Agreement on its behalf; and (ii) the execution, delivery, and performance of this Termination Agreement has been duly authorized by all necessary action and does not violate its governing law, policies, or procedures.
- 4.2. BC hereby represents and warrants, as of the Effective Date, that it has not assigned, sublet, or otherwise transferred or encumbered its interest in the Agreement or the premises, in whole or in part, nor shall the premises be in any way encumbered on the Effective Date.

5. **Further Assurances.** City and BC each agree to promptly execute, acknowledge, and deliver to the other such further instruments and take such further actions as may be reasonably required in order to carry out and effectuate the intent and purpose of this Termination Agreement.

6. **Governing Law and Venue.** This Termination Agreement shall be governed by the laws of the State of Florida, and in case of any dispute arising hereunder, the Parties agree that the laws of the State of Florida shall apply. Venue for any litigation arising out of this Termination Agreement shall lie in Broward County, Florida.

7. **Severability.** If any term or provision of this Termination Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not

affect, invalidate, or render unenforceable any other term or provision of this Termination Agreement.

8. **Counterparts.** This Termination Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Delivery of an executed counterpart of a signature page to this Termination Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Termination Agreement.

9. **Entire Agreement.** This Termination Agreement, in conjunction with the Agreement, constitutes the entire understanding between the Parties with respect to the Agreement, the leasehold estate created thereby, and the termination thereof. No provision hereof may be waived, modified, amended, discharged, or terminated except by written instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City and BC have caused this Termination Agreement to be duly executed as of the day and year first above written.

CITY OF MIRAMAR, FLORIDA

By: _____
Dr. Roy L. Virgin, City Manager

ATTEST:

By: _____
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By: _____
AUSTIN PAMIES NORRIS WEEKS POWELL, PLLC
City Attorney

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA,
a body corporate and political subdivision of the State of Florida

Signed by:
By: Torey Alston
A536D6978FE749D...

Name: Torey Alston

Its: College President

Approved as to legality:

Signed by:
R. John Grubb II
817C98A02DC9408...

R. John Grubb II, Broward College Office of General Counsel

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made as of this 14 day of AUGUST, 2008, by and between the **CITY OF MIRAMAR**, a Florida municipal corporation, having an address at 2300 Civic Center Place, Miramar, Florida 33025 ("City") and **BROWARD COMMUNITY COLLEGE**, a political subdivision of the State of Florida, having an address at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 ("BCC").

RECITALS

1. City is the original tenant under the Lease Agreement dated May 2, 2007, by and between Broward County, a political subdivision of the State of Florida ("County") and City (the "Master Lease") pursuant to which City has leased from County the premises described in the Master Lease, consisting of the second and third floors of a building to be constructed by the County (the "Building" or "Library").

2. It is recognized that the County is developing the Building and has leased portions thereof to the City consisting of the second and third floors.

3. The Building is to be used and operated as a public library as to the first floor and educational facility as to the second and third floors, all subject to the terms covenants and conditions of the Interlocal Agreement (hereinafter defined), the Master Lease and this Sublease.

4. City does not intend to occupy or otherwise utilize the second and third floors of the Building; but rather intends to sublease to subtenants those portions of the Building leased to the City and not being used as a public library.

5. City now desires to sublease to BCC, and BCC desires to sublease from City, the Premises (hereinafter defined), upon the terms, covenants and conditions set forth in this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** The following terms, when used in this Sublease, shall have the following meanings:

1.1. **Additional Rent.** All sums due from BCC to City under this Sublease which are not included in the Rent.

1.2. **BCC.** Broward Community College, a political subdivision of the State of Florida. BCC's mailing address is 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, Attention: President, David Armstrong/Chairman of the Board of Trustees.

1.3. **BCC's Prorata Share.** BCC's portion of the Prorata Share, which shall

be the proportion of the square footage of the Premises to the total square footage of the Master Lease Premises (hereinafter defined) as adjusted from time to time based upon the reconstruction or redevelopment of the Building and/or Premises, as applicable.

1.4. **Building.** A three-story building to be designed and constructed by the County on the Property in accordance with the Interlocal Agreement.

1.5. **Business Day.** Any day that the City is open for business; provided, however, if BCC is not open for business on a particular day that the City is open for business, BCC will be given a day for day extension until it is open for business.

1.6. **City.** The City of Miramar, a Florida municipal corporation. The City's mailing address is 2300 Civic Center Place, Miramar, Florida 33025, Attention: City Manager.

1.7. **Commencement Date.** The date the Initial Term of this Sublease begins. The Commencement Date shall be 10 Business Days after the Substantial Completion Date, subject to extension as set forth in this Sublease.

1.8. **Common Areas.** All of the common areas and systems of the Building as described in the Master Lease.

1.9. **County.** Broward County, a political subdivision of the State of Florida.

1.10. **Effective Date.** The date this Sublease is signed by both City and BCC.

1.11. **Governmental Authority.** Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency or any instrumentality of any of them.

1.12. **Governmental Requirement.** Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued.

1.13. **Improvements.** Any improvements, alterations, additions or changes to the Premises for which a building permit is required.

1.14. **Initial Term.** The period of time beginning on the Commencement Date, and ending 99 years after the Commencement Date; provided, however, unless renewed or extended as set forth herein, the Initial Term shall not extend beyond the term of the Master Lease and, in the event the term of the Master Lease expires or terminates prior to the expiration of the Initial Term, then the Initial Term of this Sublease shall simultaneously terminate or expire, as applicable, pursuant to the terms of the Termination Payment.

1.15. **Interlocal Agreement.** The Interlocal Agreement dated May 18, 2004 between the County and the City for Development of a Public Library, as amended by First Amendment dated December 12, 2006.

1.16. **Library.** The community library facility to be constructed by the County

on the first floor of the Building in accordance with the Interlocal Agreement.

1.17. **Library Peak Hours.** The operating hours of the Library.

1.18. **Library Non-Peak Hours.** The hours when the Library is closed.

1.19. **Master Lease.** The Lease Agreement dated May 2, 2007, between the County and the City, for the lease of a portion of the Building to the City. A copy of the Master Lease is attached as Exhibit "C."

1.20. **Master Lease Premises.** The premises leased by the County to the City under the Master Lease.

1.21. **NSU.** Nova Southeastern University, a Florida not for profit corporation.

1.22. **NSU Premises.** The third floor of the Building.

1.23. **NSU Sublease.** The sublease between the City and NSU for the NSU Premises.

1.24. **On Site Parking Area.** The On Site Parking Area containing the surface parking lot located on the Property.

1.25. **Parking Garage.** The multi-level parking garage located at 2201 Civic Center Place, Miramar, Florida. The Parking Garage is a condominium in which the City owns 707 parking spaces.

1.26. **Parking Lot Easement Agreement.** The Parking Lot Easement Agreement dated May 2, 2007, between the City and the County.

1.27. **Permitted Use.** Operation of a community college academic and administrative facility.

1.28. **Premises.** The second floor of the Building, consisting of approximately 21,100 square feet, together with the right to use all Common Areas and the Parking Garage as set forth in this Sublease. The Premises are shown on **Exhibit "A"** attached to this Sublease. The Premises shall also include Room #100B on the first floor of the Building, which room is to be used on a non-exclusive basis with NSU for informational purposes. When used to determine pro rata share, "Premises" shall mean only that portion of the building within BCC's exclusive control.

1.29. **Property.** The real property upon which the Building shall be constructed, which Property is more particularly described in **Exhibit "B"** attached to this Sublease.

1.30. **Prorata Share.** City's proportionate share of the utilities, services and expenses of the Building, as set forth in the Master Lease.

1.31. **Renewal Term.** Any one or more periods following the expiration of the Initial Term, if the County extends or renews the term of the Master Lease.

1.32. **Rent.** The rent due for the Premises in the amount of \$1.00 per year.

1.33. **Sublease.** This Sublease Agreement, together with all exhibits, amendments and modifications.

1.34. **Subleasehold Improvements Funding Agreement.** The Subleasehold Improvements Funding Agreement between the City and BCC of even date herewith which generally provides for the funding of the improvements to the Premises by BCC.

1.35. **Substantial Completion.** Substantial completion of the Building and the Premises, including the Common Areas, and the Parking Garage, so that the Building and the Premises may be occupied and used for the Permitted Use in accordance with all applicable Governmental Requirements.

1.36. **Substantial Completion Date.** The date that a temporary certificate of occupancy is issued for the Premises by the appropriate Governmental Authorities allowing the occupancy and use of the Premises for the Permitted Use.

1.37. **Term.** The Initial Term and any Renewal Terms in effect, subject to the termination rights of the parties set forth in this Sublease, collectively.

1.38. **Termination Payment.** An amount equal to the unamortized portion of the funds paid by BCC to the City pursuant to the Subleasehold Improvements Funding Agreement as depreciated on a straight line basis over a 50 year period calculated at the time of the event necessitating the payment of the Termination Payment, which shall be paid by the City to BCC on terms as mutually agreed to by the parties which shall include a payment schedule.

1.39. **Total Rent.** The Rent and any Additional Rent due from BCC to City under this Sublease.

2. **Sublease Grant.** City hereby subleases and demises the Premises to BCC, and BCC hereby hires and subleases the Premises from City, subject to the terms, covenants and conditions set forth in this Sublease.

2.1. **Sublease Subordinate to Master Lease.** The parties acknowledge that this Sublease is subordinate to the Master Lease. In the event of any inconsistency between the Master Lease and this Sublease, the terms of the Master Lease shall prevail.

2.2. **Compliance with Subleasehold Improvements Funding Agreement.** The parties acknowledge and agree that the effectiveness of this Agreement is subject to and contingent upon the fulfillment by the parties of their respective obligations set forth in the Subleasehold Improvements Funding Agreement.

3. Term.

3.1. Initial Term. The Initial Term of this Sublease shall be 99 years, commencing on the Commencement Date; provided however, unless renewed or extended as set forth herein, the Initial Term shall not extend beyond the term of the Master Lease and, in the event the term of the Master Lease expires or terminates prior to the expiration of the Initial Term, then the Initial Term of this Sublease shall simultaneously terminate or expire, as applicable. Notwithstanding the foregoing, if the Master Lease is terminated due to a County default and title to the Building reverts to the City, the City and BCC agree that this Sublease shall be converted into a direct lease between the City and BCC for the remainder of the Term. The City agrees to reasonably cooperate with BCC to obtain the agreement of the County to allow BCC to remain in the Premises following a termination of the Master Lease due to a City default. In any event, should the Sublease end short of the Initial Term through no fault of BCC including, but not limited to the early termination of the Master Lease, and BCC does not remain in the Premises pursuant the terms of either of the prior two sentences, then the City agrees to pay the Termination Payment to BCC.

3.2. Renewal Terms. In the event the term of the Master Lease is to be renewed or extended by the County beyond the original term of the Master Lease, the City shall provide BCC with written notice thereof including the terms and conditions under which the County intends to renew or extend. BCC shall have the option to extend the Term for such Renewal Term(s) on the same terms and conditions of this Sublease and such other terms and conditions as may be imposed by the County, as long as BCC is not in default under this Sublease at the time it exercises its option to renew. BCC must exercise its option to extend the Term by providing written notice to City within 60 days following receipt of the notice from the City to BCC of the County's intent to renew or extend the term of the Master Lease or such shorter notice period as may be required by the County. In the event the County does not renew or extend the term of the Master Lease, BCC may negotiate directly with the County for continued occupancy of the Premises, all as mutually agreed to by the parties at such time.

3.3. Renewal Term Rent. During each of the Renewal Terms, BCC shall be required to pay Rent of \$1.00 per year, plus all charges included as Additional Rent under this Sublease.

3.4. Renovation of Premises During and After Initial Term. As additional consideration for this Sublease and BCC's option to renew the Sublease, subject to the mutual reasonable agreement of the parties, BCC agrees to share in the cost of any renovation or reconstruction of the common space areas in the Building which may be undertaken by City during and/or after the Initial Term. BCC's share of any renovation or construction costs will be calculated using BCC's Prorata Share. Notwithstanding the foregoing, BCC's obligation to funds its share of any renovation or construction costs will be subject to the applicable statutory requirements, which currently provide that there be at least 40 years remaining on a lease term for BCC to expend funds for such purpose.

4. Permitted Use. BCC agrees to use the Premises for the Permitted Use and for no other use without the prior written consent of City and County. BCC shall not use or permit the Premises to be used in any manner which would constitute a public or private nuisance or waste,

or which would violate any term or provision of the Master Lease. BCC shall not use or occupy the Premises contrary to any applicable Governmental Requirement, nor in any manner that would interfere with the plumbing, mechanical, HVAC or electrical systems of the Library.

4.1 **Educational Program Coordination.** Both BCC and NSU acknowledge that unplanned program duplication/competition in the Building does not serve the interests of the City, BCC, NSU or the public. Therefore, in consideration of NSU's agreement in the NSU Sublease not to offer lower division credit courses in the NSU Premises, BCC agrees not to offer upper division credit courses in the Premises. The only exceptions to this provision must be approved in writing by both NSU and BCC.

4.2 **County Operation of Library.** It is expressly understood that BCC has the right, subject to the terms and provisions of this Sublease, to operate consistent with its goals and missions out of this "educational facility" for the Term of this Sublease. The operation by the County of a full-service public library within the Building is an essential element and term of this Sublease. If the operation of a full-service public library ceases or is otherwise significantly impacted, BCC will have the option to void all or a portion of the remaining Initial Term and receive the Termination Payment, which shall be paid by the City to BCC on terms as mutually agreed to by the parties which shall include a payment schedule. For purposes of this Sublease, a "full service public library" shall mean a public library typically providing those services on the same or substantially similar basis as other County libraries.

5. **Inspection of Premises.** BCC and City shall jointly inspect the Premises prior to the Commencement Date. As soon as practical after Substantial Completion, City shall notify BCC by facsimile and by telephone of the earliest date when such inspection can be made (the "Scheduled Inspection Date"). If BCC fails to inspect the Premises within 3 Business Days after the Scheduled Inspection Date, BCC shall be deemed to have waived its right to inspect the Premises and provide the Punch List referenced below.

5.1. **Punch List Items.** At the time of inspection, BCC shall give City written notice of any unfinished, improper, or other defective work, including, without limitation, defects in workmanship and materials (the "Punch List"). BCC's inspection may include, without limitation, testing of any mechanical and electrical systems servicing the Premises. City shall correct all reasonable Punch List items within 60 days after the date any such item was included on the Punch List. BCC's taking possession of the Premises shall constitute an acknowledgement by BCC that it is taking the Premises in "AS IS" condition, except as to (i) any Punch List items, and (ii) latent defects.

6. **Commencement Date.** The Commencement Date of this Sublease shall be 10 Business Days after the Substantial Completion Date. BCC's failure to take possession of the Premises on the Commencement Date shall not be deemed or construed as a failure by City to have achieved Substantial Completion.

7. **BCC Fixtures and Equipment.** BCC shall not take any action with respect to installation of BCC's fixtures and equipment within the Premises which might void any construction warranties applicable to the Premises. BCC agrees to be responsible for the costs and expenses arising out of or in connection with the voiding of any warranties by BCC, its

employees, contractors or agents.

8. Rent.

8.1. Payment of Rent. Rent shall be paid in advance prior to the beginning of each year of the Term. Alternatively, BCC may pay the Rent for the Initial Term and any Renewal Terms in advance.

8.2. Sales Tax. BCC acknowledges that it is a state agency and is exempt from taxes and assessments. In any case, it is agreed that BCC is not obligated to pay taxes and assessments and that no claim can be made against BCC for which BCC is exempt. If there is a dispute as to whether a tax, special assessment, fine, penalty or charge relative to this Sublease applies to BCC, BCC will be responsible and pay and/or negotiate same, and BCC will reimburse the City to the extent it is held liable or it otherwise agrees to be liable. If there is a dispute as to whether a tax, special assessment, fine, penalty or charge relative to this Sublease applies to the City, the City will pay and/or negotiate same and the City will reimburse BCC to the extent it is held liable or it otherwise agrees to be liable. In the case of a dispute, the prevailing party will be entitled to fees and expenses.

8.3. Location for Rent Payments. All Rent due under this Sublease shall be paid by BCC without offset, demand or notice, except as set forth in Section 18.1.1, directly to City at City's offices located at 2300 Civic Center Place, Miramar, Florida 33025, or at such other location as City may direct in writing to BCC.

8.4. Late Payments. If any Additional Rent payment is not paid within 90 Business Days after receipt of written notice that such payment is past due, BCC shall pay City a late payment charge of 5% of the past due amount.

8.5. Additional Rent Provisions. In addition to the Rent payments provided for in this Sublease, BCC shall pay to City as Additional Rent any and all taxes imposed by any Governmental Authority on all amounts classified as rent (excluding federal income taxes), including all sales tax applicable to the payments of Rent or any other payments to City required of BCC hereunder, all subject to Section 8.2 above.

9. Payment of Rent to County and Compliance with Master Lease. During the Term of this Sublease, City covenants and agrees (i) to pay all rent owed to County in accordance with the terms and conditions of the Master Lease; (ii) to fully comply with all terms, covenants, and conditions of the Master Lease, and (iii) to fulfill all obligations of Tenant under the Master Lease except those Tenant obligations expressly assumed by BCC in this Sublease.

10. Compliance With Master Lease. BCC represents to City that it has read the entire Master Lease and is familiar with each of its terms, covenants and conditions. BCC hereby agrees to be bound by and to assume and perform all of City's obligations as Tenant under the provisions of the Master Lease which are applicable to the Premises, including, without limitation, all maintenance, repair and replacement obligations of Tenant under the Master Lease. All of the provisions of the Master Lease which are applicable to the Premises are hereby incorporated as additional terms and covenants of this Sublease as if they were recited herein. To the extent that any term or condition of the Master Lease contradicts this Sublease or

is made ambiguous when interpreted with the language contained in this Sublease and the Subleasehold Improvements Funding Agreement, to the extent that such does not result in a default by the City under the Master Lease, the meaning and intent of this Sublease and/or Subleasehold Improvements Funding Agreement, as applicable, shall prevail with regard to the obligations, rights and remedies of BCC and the City, respectively.

11. BCC's Prorata Share. Under the Master Lease, City is responsible for payment of its Prorata Share of the expenses of the Building. As Additional Rent, BCC is responsible to City for payment of BCC's Prorata Share. City shall provide BCC with copies of all invoices from County with respect to costs and expenses included in BCC's Prorata Share. BCC shall pay to City BCC's Prorata Share at least 20 Business Days in advance of the due date set forth in the invoice from County. Upon payment by BCC to City of BCC's Prorata Share, City shall make payment to County of the Prorata Share due under the Master Lease. In any case, BCC shall have no less than 90 Business Days to review all invoices submitted. BCC will not participate in shared expenses for (a) janitorial and security services provided BCC chooses to perform such services directly and (b) other labor services or materials which BCC chooses to perform directly and to which the County consents.

12. Utilities. The Premises are separately metered for utilities (including, without limitation, water, sewer, gas, electric, and cable). BCC will pay the cost of its utilities directly to the utility provider.

13. Parking. City agrees to make available to BCC parking on the Property in the On Site Parking Area and off the Property in the Parking Garage.

13.1. On Site Parking Area. The On Site Parking Area available to BCC shall consist of either a surface parking lot ("Surface Parking Lot") or a parking structure in lieu thereof ("Parking Structure") as contemplated in the Parking Lot Easement Agreement, a copy of which has been provided to BCC. City shall not charge BCC, or any of its officers, trustees, employees, agents, students, contractors, invitees or licensees, any fees for use of the On Site Parking Area.

13.1.1. Use of Surface Parking Lot by BCC. City represents and warrants to BCC that there are 160 spaces in the Surface Parking Lot. BCC may not use any of the Surface Parking Lot spaces during Library Peak Hours. BCC may use all 160 spaces in the Surface Parking Lot during Library Non-Peak Hours on a non-exclusive basis. The City will reasonably cooperate with BCC in negotiating with the County for use of the Surface Parking Lot spaces during Library Peak Hours.

13.1.2. Use of Parking Structure by BCC. If City builds the Parking Structure contemplated by the Parking Lot Easement Agreement, BCC will have the same right to spaces in the Parking Structure as it has to spaces in the Surface Parking Lot.

13.2. Parking Garage. City agrees to make available to BCC up to 190 parking spaces (including 4 handicapped parking spaces) in the Parking Garage. The use by BCC of the parking spaces the parking garage is for BCC students, faculty and employees as well as BCC's guests and invitees during those hours when BCC is using and occupying the

Premises for the Permitted Use. BCC acknowledges that it shall not use the parking garage for overnight parking or the parking of any fleet vehicles. From time to time, the City and BCC may enter into a Temporary Parking Agreement for some of these or other spaces in the parking garage.

13.3. Parking Garage Condominium Assessments. BCC acknowledges that City is required to pay a monthly, quarterly or annual condominium assessment to the Parking Garage condominium association to provide the funds necessary for the proper operation and management of the Parking Garage. BCC agrees to be responsible for its proportionate share of City's Parking Garage condominium assessment. BCC's proportionate share of all assessments (including all regular and special assessments) will be 26.87%, which percentage has been calculated by dividing the number of spaces allocated to BCC (190) by the total number of the City's spaces in the Parking Garage (707). City will provide BCC with a notice of the amount of its share of the Parking Garage condominium assessment whenever City receives notice from the condominium association of the amount due from City. BCC will remit payment of its share to City within 10 Business Days after receipt of the notice. BCC's share of the Parking Garage condominium assessment shall be Additional Rent due under this Sublease.

13.4. Parking Access, Ingress and Egress. The Master Lease and the Parking Lot Easement Agreement grant to City certain easements and rights pertaining to access, ingress and egress in connection with the use of the Premises. City hereby grants to BCC, on a non-exclusive basis, the rights to use the parking areas and driveways of the Property for ingress and egress in connection with the use of the Premises, to the extent that such rights are granted to City by the Master Lease and the Parking Lot Easement Agreement. This section is not intended to give BCC any parking rights other than those expressly set forth in this Sublease.

14. Indemnification and Limitation of Liability

14.1. Indemnification by BCC. To the extent permitted by law, BCC shall indemnify and defend City against, and hold City and its elected officials, officers, employees and agents harmless from, all claims, damages, costs, demands, liabilities and expenses (including reasonable attorneys' fees) caused by (i) the negligent act or omission or willful misconduct of BCC, or its agents, contractors, employees, licensees or invitees, resulting in injury or damage to any person or property; (ii) the nonperformance or non-observance of any of BCC's obligations under this Sublease, including BCC's obligations regarding the Master Lease, resulting in County seeking indemnity from City, except to the extent BCC's non-performance or non-observance arises out of the acts or omissions of City, County, or their agents, employees or contractors; or (iii) the conduct or management of BCC's business or from any work or thing whatsoever done in or about the Premises by BCC, its agents, contractors, employees, licensees or invitees.

14.2. Indemnification by City. To the extent permitted by law, City shall indemnify and defend BCC against, and hold BCC, and its officers, directors, trustees, employees and agents harmless from, all claims, damages, costs, demands, liabilities and expenses (including reasonable attorneys' fees) caused by (i) the negligent act or omission or willful misconduct of City, or its agents, contractors, employees, licensees or invitees, resulting in injury or damage to any person or property; or (ii) the nonperformance or non-observance of

any of City's obligations under this Sublease including specifically the City's obligations set forth in Section 9 hereof, and also including City's obligations regarding the Master Lease, except to the extent City's non-performance or non-observance arises out of the acts or omissions of BCC, County, or their agents, employees or contractors; (iii) the conduct or management of the City's business or from any work or thing whatsoever done in or about the premises by the City, its agents, contractors, employees, licensees, or invitees; or (iv) any action properly taken under this Sublease by BCC which violates or creates a claim or liability under the Master Lease on the part of the City.

14.3. **Limitation of City Liability.** All personal property placed in the Premises will be at the risk of BCC. City will not be liable to BCC for damage to person or property, arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, other leaks or any act or omission of any other person. The foregoing limitation of liability will not relieve City of liability for damage or injury to the extent resulting from City's gross negligence or willful misconduct, or that of its agents, employees, contractors or elected officials. In no event will either City or BCC be liable to the other party or to the other party's agents, contractors, employees, licensees or invitees for consequential damages.

14.4. **No Waiver of Sovereign Immunity.** City is a political subdivision as defined in Chapter 768.28 of the Florida Statutes. Nothing in this Sublease is intended to serve as a waiver of City's sovereign immunity. BCC is a political subdivision as defined in Chapter 768.28 of the Florida Statutes. Nothing in this Sublease is intended to serve as a waiver of BCC's sovereign immunity.

15. **Insurance.**

15.1. **Required Coverages.** At BCC's sole cost and expense, BCC shall maintain at all times during the Term:

15.1.1. **Commercial General Liability Insurance.** Commercial general liability insurance providing coverage against claims of bodily injury, personal injury and property damage arising out of BCC's operations or use of the Premises with limits of liability of not less than \$10,000.00 per occurrence, and excess coverage in the amount of \$200,000.00.

15.1.2. **Property Damage Insurance.** Property damage insurance covering all personal property, as well as any additional office furniture, trade fixtures, office equipment, merchandise or other items belonging to BCC on the Premises, which shall be written on an "all risk" basis, for the full replacement cost.

15.2. **Insurance Policy Requirements.** BCC shall deliver to City certificates of insurance evidencing all policies and renewals thereof to be maintained by BCC pursuant to this Sublease prior to taking possession of the Premises and not later than 30 days prior to the stated expiration date of each policy. The insurance certificates to be procured and maintained by BCC shall contain a provision which requires 30 days written notice to be given to City by the insurance company before any such insurance policy is materially changed, lapses or is canceled.

15.3. Casualty Insurance. Pursuant to the Master Lease the County is required to insure the Building including the Master Lease Premises against loss or damage by the fire, together with extended coverage to the extent of replacement value thereof; provided, however, the County currently acknowledges that it provides windstorm insurance for the Building even though such is not required by the Master Lease. Moreover, the Master Lease requires the City to reimburse the County for the City's Prorata Share of the actual cost of such insurance. The City shall use reasonable efforts to cause the County to name BCC as an additional insured on such policy. If for any reason the County refuses or fails to name BCC as an additional insured, the City hereby assigns to BCC the City's proportionate rights under and proceeds received from the County's insurance policy with respect to the Improvements including the initial Improvements made to the Premises pursuant to the Subleasehold Improvements Funding Agreement. BCC shall pay BCC's Prorata Share of the actual cost of such insurance.

16. Release and Mutual Waiver of Subrogation. City and BCC hereby release each other, and the other's agents, employees, officers, directors, trustees and elected officials' as the case may be, from any and all liability or responsibility (to the other or to anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary insurance contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. This release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasing party's insurance policies contain a clause or endorsement to the effect that any such release shall not adversely affect, impair or prejudice the right of the releasing party to recover under the releasing party's insurance policies. City and BCC each agree that their respective insurance policies will include such a clause or endorsement so long as the same is obtainable without regard to the cost of such clause. If such clause or endorsement cannot be obtained by City or BCC, the party unable to obtain the clause or endorsement shall so advise the other in writing, and such notice shall release all parties from the obligation to obtain such a clause or endorsement. For purposes of this Section, City's insurance policy shall be deemed to be the fire and extended coverage insurance the County is required to maintain under the Master Lease. City shall use best efforts to cause County to include a waiver of subrogation clause in the County's insurance policy for the Building.

17. Assignment and Sub-sublease.

17.1. Assignment by BCC. BCC shall not assign, pledge or encumber this Sublease, or sub-sublet the Premises, or any part thereof, without the prior written consent of City, which consent shall not be unreasonably withheld or delayed. This does not include the occasional rental of space to another party for short periods of time. If this Sublease is assigned, or if the Premises or any part thereof shall be sub-sublet or occupied by an occupant other than BCC, without the prior written consent of City, City may, after default by BCC, subject to any notice and cure provisions provided in this Sublease, collect Total Rent from the assignee, sub-subtenant or occupant, and apply the net amount collected to the Total Rent reserved herein. No such collection of the Total Rent shall be deemed a waiver of BCC's covenant not to transfer or encumber BCC's interest in the Premises without City's prior written consent, or the acceptance of such assignee, sub-subtenant or occupant as a replacement for BCC, or a release of BCC from further observance and performance of all of the covenants and obligations of BCC

described in this Sublease.

17.2. **Conditions of Assignment.** No assignment or sub-sublease approved by City under the provisions of this Sublease shall be effective unless and until the assignee or sub-subtenant expressly assumes all of BCC's obligations under this Sublease to the same extent as if such assignee or sub-subtenant were the original subtenant named in this Sublease. Such assumption shall be in writing and in a form and substance reasonably acceptable to City and its legal counsel. No transfer shall be effective unless an executed copy of the assignment or sub-sublease and the assumption thereof is furnished to City within 30 days after the date of execution thereof. In addition to the foregoing, if City approves any proposed sub-subtenant, City's consent to any proposed sub-sublease shall be further conditioned upon the requirement that the sub-sublease expressly provides (i) that the sub-sublease is, without condition, subject to all of the limitations, terms and conditions of this Sublease, and (ii) that the sub-subtenant's rights shall not survive the earlier termination of either this Sublease or the Master Lease, whether such early termination was effected by voluntary cancellation by the parties thereto or otherwise. If consent is once given by City to an assignment, pledge or encumbrance of this Sublease or to the sub-sublease of the Premises, City shall not be barred from subsequently refusing to consent to any further assignment, pledge, encumbrance or a different sub-sublease. The consent by City to any sub-sublease, assignment, mortgage or encumbrance by BCC shall not relieve or release BCC from any of its past, present or future duties or liabilities under this Sublease unless otherwise agreed to by the parties at such time.

17.3. **Assignment by Miramar.** City agrees to notify BCC and provide BCC reasonable time to comment on any amendment, modification or new agreement with respect to the Miramar Town Center that is considered by the City which may reasonably affect BCC in its operation in and around the subject "Educational Facility". BCC's comments or participation will not amend or mitigate the City's responsibility and liabilities to BCC pursuant to this agreement unless specifically waived or amended by written agreement and approval by BCC.

17.4. **Permitted Assignments.** BCC may assign its interest in this Sublease without City's prior written consent to an entity with which BCC merges or consolidates, or to the State of Florida if BCC transfers all or substantially all of its assets to the State. BCC shall provide City with prior written notice of such assignment, but shall not be required to obtain City's prior written consent to such assignment.

17.5. **Assignment by City.** City shall be free to assign its interest in this Sublease to another Governmental Authority and shall furnish written notice of the assignment to BCC. The City may not assign its interest in this Sublease to a non-governmental authority without the prior written consent of BCC, such consent not to be unreasonably withheld.

18. **BCC Default.**

18.1. **Events of Default.** Each of the following occurrences shall constitute an "Event of Default" under this Sublease:

18.1.1. **Failure to Pay.** Failure by BCC to pay any portion of the Total Rent upon the day when the same becomes due and payable, and such failure continues

for 90 Business Days after BCC receives written notice of the failure from City, unless disputed by BCC in good faith and BCC pays the undisputed portion, if any.

18.1.2. **Failure to Perform.** Failure by BCC to perform any of the terms, conditions or covenants of this Sublease to be performed by BCC, other than the payment of Rent, and such failure continues for a period of 30 Business Days after BCC receives written notice of the failure from City; provided, however, that if the nature of the failure to perform is such that more than 30 Business Days is reasonably required to cure the failure, BCC shall have an additional period of time to cure the failure, but in no event more than 90 Business Days in total, so long as BCC commences to cure within the initial 30 Business Day period and thereafter diligently prosecutes such cure to completion.

18.2. **City's Remedies.** Upon the occurrence of an Event of Default which remains uncured after applicable notice and opportunity to cure, City may avail itself of all remedies allowed at law or in equity, including, but not limited to the following:

18.2.1. **City's Right to Perform.** If BCC fails to timely perform any of its duties under this Sublease and such failure to perform continues after applicable notice and opportunity to cure, City shall have the right (but not the obligation) to perform such duty on behalf of and at the expense of BCC, without further notice to BCC. All sums incurred by City in performing such duty shall be considered Additional Rent under this Sublease and shall be due and payable upon demand by City.

18.2.2. **Re-let of Premises.** If BCC abandons the Premises (not as a result of a fire or other casualty or force majeure event, or the acts or omissions of City, County, or their agents, employees or contractors), City shall use all reasonable efforts to re-let the Premises, or portions thereof, for BCC's account, on such terms and conditions and for such rent as City may elect. If City re-lets the Premises, City will apply the net rentals or avails of such re-letting, as follows:

(i) First, to the payment of City's expenses for making such repairs and improvements to the Premises as may be necessary in order to enable City to re-let the Premises at market rates unless such re-letting is to a governmental agency;

(ii) Second, to the payment of any brokerage commissions or other necessary expenses of City in connection with such re-letting; and

(iii) The balance, if any, shall be applied by City from time to time, but in any event no less than once a month, on account of the payments due or payable by BCC under this Sublease, if any, with the right reserved to City to bring such actions and proceedings for the recovery of any deficits remaining unpaid as City may deem advisable from time to time, without being obligated to await the end of the Term for a final determination of BCC's account. The commencement or maintenance of any one or more actions shall not bar City from bringing other or subsequent actions for further accruals pursuant to the provisions of this paragraph. City will refund to BCC any Additional Rent received from re-letting the Premises over and above its actual expenses or any Additional Rent due.

18.3. **Remedies Cumulative.** The rights and remedies given to City in this

Sublease are cumulative, and the exercise of one right or remedy shall not be deemed to be an election of remedies. The rights and remedies granted to City in this Sublease shall be deemed to be in addition to any other rights granted to City by law. The failure by City at any time to exercise any right or remedy given to it by this Sublease or by law shall not be deemed to operate as a waiver by City of its right to exercise such right or remedy at any other or future time.

19. City or County Default.

19.1. **City/County Events of Default.** The following occurrence shall constitute a "City/County Event of Default" under this Sublease:

19.1.1. **Failure to Perform.** Failure by City or County to perform any of the terms, conditions or covenants of this Sublease or the Master Lease, as the case may be, and such failure continues for a period of 30 days after City receives written notice of the failure from BCC. The parties acknowledge that City will receive written notice on behalf of County and shall immediately furnish the written notice to County. If the nature of the failure to perform is such that more than 30 days is reasonably required to cure such failure, City shall have an additional period of time to cure the failure, but in no event more than 90 days in total, so long as City commences to cure within the initial 30 day period and thereafter diligently prosecutes such cure to completion.

19.2. **BCC's Remedies.** Upon the occurrence of a City/County Event of Default which remains uncured after applicable notice and opportunity to cure, BCC may avail itself of all remedies allowed at law or in equity, including, but not limited to the following:

19.2.1. **Self Help.** If City or County fails to timely perform any of their duties under the Master Lease or this Sublease, and such failure to perform continues after applicable notice and opportunity to cure, BCC shall have the right (but not the obligation) to perform such duty on behalf of and at the expense of City or County, as the case may be, without further notice to City. All sums incurred by BCC in performing such duty shall be reimbursed to BCC by City or County, as applicable.

19.2.2. **Emergency Situations.** If City or County fails to perform any of their obligations under this Sublease or the Master Lease, and such failure causes an emergency in the Premises in which there is an imminent threat to the safety, health or welfare of the occupants or to property contained therein, BCC may correct such failure without prior notice to City or County, and the cost of such correction shall be reimbursed to BCC by City or County, as applicable.

19.2.3. To the extent BCC is stopped, prevented or otherwise significantly impaired from conducting its operation in the Premises for any cause that is not directly attributable to the actions and/or omissions of BCC, BCC will have the option to void all or a portion of the remaining Initial Term and receive the Termination Payment, which shall be paid by the City to BCC on terms as mutually agreed to by the parties which shall include a payment schedule.

20. Improvements.

20.1. **City Consent Required.** After the Commencement Date, BCC shall not make any Improvements to Premises, the exterior of the Premises and/or Building, and/or to any common or shared space for which a building permit is required without first procuring the prior written consent of City and, if applicable under the Master Lease, the prior written consent of County, to such Improvements. BCC shall request such consent not less than 30 days prior to the commencement of construction of the Improvements. Consent shall not be unreasonably withheld or delayed by City. City's consent may only be withheld with respect to any Improvements which may negatively (i) affect the structural elements of the Premises or the Building or (ii) affect the electrical, plumbing or other mechanical systems of the Premises or the Building; or (iii) result in the voiding of any warranty or the cancellation of any insurance policy. BCC shall be responsible for all costs and expenses arising out of or in connection with the voiding of any warranties to the extent caused by the Improvements.

20.2. **Disposition of Improvements at End of Term.** Upon expiration or termination of the Term of this Sublease, BCC shall, at BCC's option, either (i) leave the Improvements in the Premises, in which event such Improvements shall become the property of City; or (ii) remove any Improvements constructed upon the Premises by or for BCC, repair any damage caused by such removal, and return the Premises to the same condition existing on the Commencement Date, ordinary wear and tear, and fire or other casualty excepted.

20.3. **Initial Improvements.** The provisions of this Section shall not apply to the Improvements to be made to the Premises prior to the Substantial Completion Date.

21. **Inspection.** City and City's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours, after reasonable advance written or telephone notice, or in the event of an emergency at any time without advance notice, to inspect the Premises, or to show the Premises to prospective subtenants. With respect to any such inspection, City shall use all reasonable efforts not to interfere with BCC's business operations on the Premises.

22. Signage.

22.1. **Wall Sign.** As part of the Building signage to be provided by the County, BCC will have one wall sign ("Wall Sign"), which sign will be consistent with the other Building signage to be installed by County. The Wall Sign shall be as set forth on **Exhibit "D"** to this Sublease. County shall install the Wall Sign at BCC's cost in accordance with all applicable Governmental Requirements.

22.2. **Monument or Pylon Sign.** BCC shall have the right to identification on any monument or pylon sign erected on the Building site by City or County.

22.3. **Maintenance of Signage.** Under the Master Lease, County is required to maintain the Wall Sign and any monument or pylon sign in good condition and repair throughout the Term.

23. **Condemnation.** If the whole or any part of the Building or the Premises, or all or

a portion of the Parking Garage, is taken, either permanently or temporarily, by any lawful authority under the power of eminent domain, or sold to prevent a taking, and if BCC, in its reasonable discretion, believes that such taking would materially and adversely affect BCC's use of the Premises, then at BCC's option, to be exercised in writing to City within 30 days after BCC receives written notice from City concerning the condemnation and its extent, this Sublease shall terminate as of the date of title vesting pursuant to such proceeding and BCC shall be entitled to receive that portion of the condemnation award attributable to its interest in this Sublease and/or the Premises as set forth in the final order. Additionally, BCC may seek any award it is entitled to under law.

24. Holding Over. BCC shall have no right to occupy the Premises or any portion thereof after the expiration or termination of this Sublease. In the event BCC or any party claiming by, through or under BCC holds over, City may exercise any and all remedies available to it at law or in equity to recover possession of the Premises and for damages. For each month or partial month that BCC or any party claiming by, through or under BCC remains in occupancy of all or any portion of the Premises after the expiration or termination of the Sublease, BCC shall pay rent equal to one and one-half (1½) times the fair market rent at the time. No holding over by BCC after the expiration or termination of this Sublease shall be construed to extend the Term of this Sublease. If as a direct result of BCC's holding over in the Premises after the expiration or termination of this Sublease, City suffers damages or incurs additional obligations to any third party, BCC covenants and agrees to indemnify and hold City harmless to the extent of such damages or additional obligations, including, without limitation, City's attorneys' fees.

25. Attorneys' Fees. In the event legal action is brought by either party against the other, the prevailing party shall be entitled to recover, as part of its damages, reasonable attorneys' fees, paralegals' fees and costs incurred in bringing and maintaining any such action, including those incurred out of court, in arbitration or mediation, at trial, on rehearing, or on appeal, or in the collection of judgments as well as those incurred in enforcing this attorney's fees provision.

26. Brokerage Commissions. City and BCC represent and warrant to each other that no services have been performed for either party in connection with this Sublease by any broker, finder or salesperson. Each party hereto shall indemnify and forever hold the other party harmless from and against any claim, loss, damage, cost and expense (including, without limitation, court costs and reasonable attorneys' fees) which the other party may suffer or incur as a result of a breach of the foregoing representation or warranty by such party.

27. Notices. All notices required under this Sublease shall be in writing and shall be delivered (i) personally with a receipt obtained, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by nationally recognized overnight courier service, addressed to the parties as follows:

If to City:

City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

Attn: City Manager

With a copy to:

Weiss Serota Helfman
Pastoriza Cole & Boniske, PA.
200 E. Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Attn: Jamie A. Cole, Esq., City Attorney

If to BCC:

Broward Community College
111 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: President

With a copy to:

Broward Community College
111 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: College Attorney

With a copy to:

Broward Community College
7200 Pines Boulevard
Pembroke Pines, Florida 33024
Attn: Provost/ South Campus

Any notice given as set forth in this Section be deemed given when received, or if unclaimed or delivery is refused, on the date delivery was first attempted.

28. Damage or Destruction. If the Building is rendered unusable by the elements or any other cause, or if the Building is destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, County is required by the Master Lease to diligently proceed to rebuild the Building and the Premises as initially constructed using insurance proceeds, unless County and City mutually agree not to rebuild and to terminate the Master Lease. If City and County agree not to rebuild, City will promptly notify BCC of the decision not to rebuild, the Master Lease and this Sublease shall terminate, and neither City nor BCC shall have any further liability hereunder, except that BCC shall be entitled to the greater of (a) its portion of the insurance proceeds attributable to the Premises or (b) the Termination Payment.

28.1. Rebuilding of Premises. If City and County do not repair or rebuild the Building and the Premises to their original condition within 12 months after any damage or destruction, time being of the essence and irrespective of any force majeure event, then BCC may terminate this Sublease by written notice to City, and receive the greater of (a) its portion of the insurance proceeds attributable to the Premises or (b) the Termination Payment. BCC's notice shall be effective if the repairs or rebuilding is not substantially completed on the date City receives such notice.

29. **Environmental Contamination.** City represents and warrants to BCC that as of the date of execution of this Sublease, neither City, nor to City's actual knowledge, any third party has used, produced, manufactured, stored, disposed of or discharged any hazardous waste or toxic substances in, under or about the Premises during the time in which City has leased the Premises from County.

30. **Binding Effect.** This Sublease shall be binding upon and inure to the benefit of City and City's successors and permitted assigns. This Sublease shall be binding upon and inure to the benefit of BCC and its successors and permitted assigns.

31. **Entire Agreement.** This Sublease and the Exhibits attached to this Sublease set forth all of the covenants, promises, assurances, agreements, conditions, statements and understandings between City and BCC concerning the Premises and the Building, and there are no representations or warranties, either oral or written, between or among them other than those expressly stated in this Sublease. This Sublease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to sublease, sublease proposals and information conveyed, whether oral or in writing, between the parties or their respective representatives or any other person purporting to represent City or BCC. No subsequent alteration, amendment, change or addition to this Sublease shall be binding upon City or BCC unless in writing signed by both parties.

32. **Amendment to Master Lease or Parking Easement Agreement.** City shall not enter into an amendment of either the Master Lease or the Parking Easement Agreement without first obtaining BCC's prior written consent if such amendment will either (i) decrease County's obligations, increase City's obligations, or decrease City's rights under the Master Lease or the Parking Easement Agreement; (ii) increase BCC's obligations or decrease BCC's rights under this Sublease; or (iii) render null and void or limit in any manner the operation of the provisions of this Sublease.

33. **No Waiver.** The receipt by City of any Additional Rent with knowledge of the breach of any covenant of this Sublease by BCC shall not be deemed a waiver of such breach or any subsequent breach of this Sublease by BCC. No provision of this Sublease shall be deemed to have been waived by either party unless such waiver is in writing signed by the waiving party.

34. **Time of the Essence.** Time is of the essence in the performance of all obligations under this Sublease.

35. **Severability; Governing Law; Venue.** If any portion of this Sublease is found to be unenforceable, the parties agree that if the deletion of the unenforceable provision(s) does not affect the overall intent of the Sublease or materially impair the benefits negotiated by each party, the remainder of the Sublease shall remain in full force and effect. This Sublease shall be governed by the laws of the State of Florida, and in case of any dispute arising hereunder the parties agree that the laws of the State of Florida shall apply. Venue for any litigation arising out of this Sublease shall lie in Broward County, Florida.

36. **Radon.** Radon is a naturally occurring radioactive gas, that when it has accumulated in a building in sufficient quantities, presents 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 public health unit.

37. **Estoppel Certificates.** BCC covenants and agrees that it will, from time to time, upon request by City, execute and deliver to such persons as City may request, a statement in recordable form certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Sublease have been paid, stating that City is not in default hereunder (or if BCC alleges a default, stating the nature of such alleged default), and further stating such other matters as City reasonably shall require. Upon BCC's request, City shall provide to BCC a comparable estoppel certificate.

38. **Subordination of Sublease.** BCC agrees that any mortgagee of the Premises shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Sublease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion.

38.1. **No Current Mortgage.** City represents and warrants to BCC that there is no mortgage or other lien presently encumbering the Building, the Premises or the Property. City agrees to notify BCC in writing if City is asked to approve any mortgage of the Building by County.

39. **Quiet Enjoyment.** Subject to the terms, covenants and conditions of this Sublease, City agrees that, upon payment of the Rent as herein specified and the performance of all terms, covenants and conditions to be performed by BCC, neither City nor any party claiming by, through, or under City shall disturb BCC's peaceful and quiet enjoyment of the Premises during the Term of this Sublease.

40. **City's Police and Regulatory Powers.** City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Property, the Building or the Premises, any improvements thereon, or any operations therein. Nothing in this Sublease shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract. The City recognizes that BCC is specifically governed by the state requirements for educational facilities FBC Section 423, and where any regulation statute or code conflicts with this requirement, the State requirement will prevail. Nothing in this Sublease is intended to nor shall be construed as a waiver by BCC of these requirements or an acceptance to comply with any other standard. City acknowledges that nothing in this Sublease constitutes a violation by BCC of any Governmental Requirement imposed by City.

41. **Public Entity Crimes Act.** BCC represents that the execution of this Sublease will not violate the Public Entity Crimes Act (Section 287.133 of the Florida Statutes), which

essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to City and may not submit bids on leases of real property to City for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Sublease. BCC represents that there has been no determination that it has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether BCC has been placed on the convicted vendor list.

42. **Approvals and Consents.** Unless otherwise expressly provided in this Sublease, all approvals and consents required to be given by BCC and City shall not be unreasonably withheld, delayed or conditioned.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, City and BCC have caused this Sublease to be duly executed as of the day and year first above written.

WITNESSES:

Denise Gibbs
Print Name: Denise Gibbs

Maria Rose Frederika DeJean
Print Name: MARIA ROSE FREDERIKA DEJEAN

CITY OF MIRAMAR,
a Florida municipal corporation

By: *Robert A. Payton*
Robert A. Payton
City Manager

ATTEST:

15th day of August, 2008

By: *Yvette M. McLeary*
Yvette M. McLeary
City Clerk

Approved as to form and legal
sufficiency for the use of and reliance
by the City of Miramar only

By: *Jamie A. Cole*
Jamie A. Cole, City Attorney

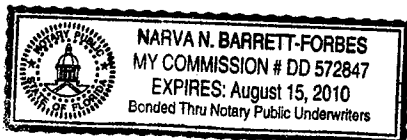
STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 15th day of August, 2008 by Robert A. Payton, as City Manager of the City of Miramar, a Florida municipal corporation, on behalf of the corporation. He is/ is not personally known to me and has produced _____ as identification.

Commission Expires: 8/15/2010

Narva N. Barrett-Forbes
Notary Public, State of Florida
NARVA N. BARRETT-FORBES
Print Name of Notary



WITNESSES:

Susan Stember
Print Name: SUSAN STEMBER
Nancy Calderon
Print Name: Nancy Calderon

BROWARD COMMUNITY COLLEGE

By: [Signature]
Print Name: J. DAVID ARMSTRONG JR
Title: PRESIDENT

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of August, 2008, by J. DAVID ARMSTRONG JR as PRESIDENT of Broward Community College, a political subdivision of the state of Florida. He is is not personally known to me and has produced _____ as identification.

Commission Expires:

Susan Stember
Notary Public, State of Florida
SUSAN STEMBER
Print Name of Notary

NOTARY PUBLIC-STATE OF FLORIDA
 **Susan Stember**
Commission # DD425455
Expires: JUNE 20, 2009
Bonded Thru Atlantic Bonding Co., Inc.

LIST OF EXHIBITS

Exhibit "A" - Sketch of the Premises

Exhibit "B" - Legal Description of the Property

Exhibit "C" - Master Lease

Exhibit "D" - Wall Sign Design

Exhibit "A"

Sketch of the Premises

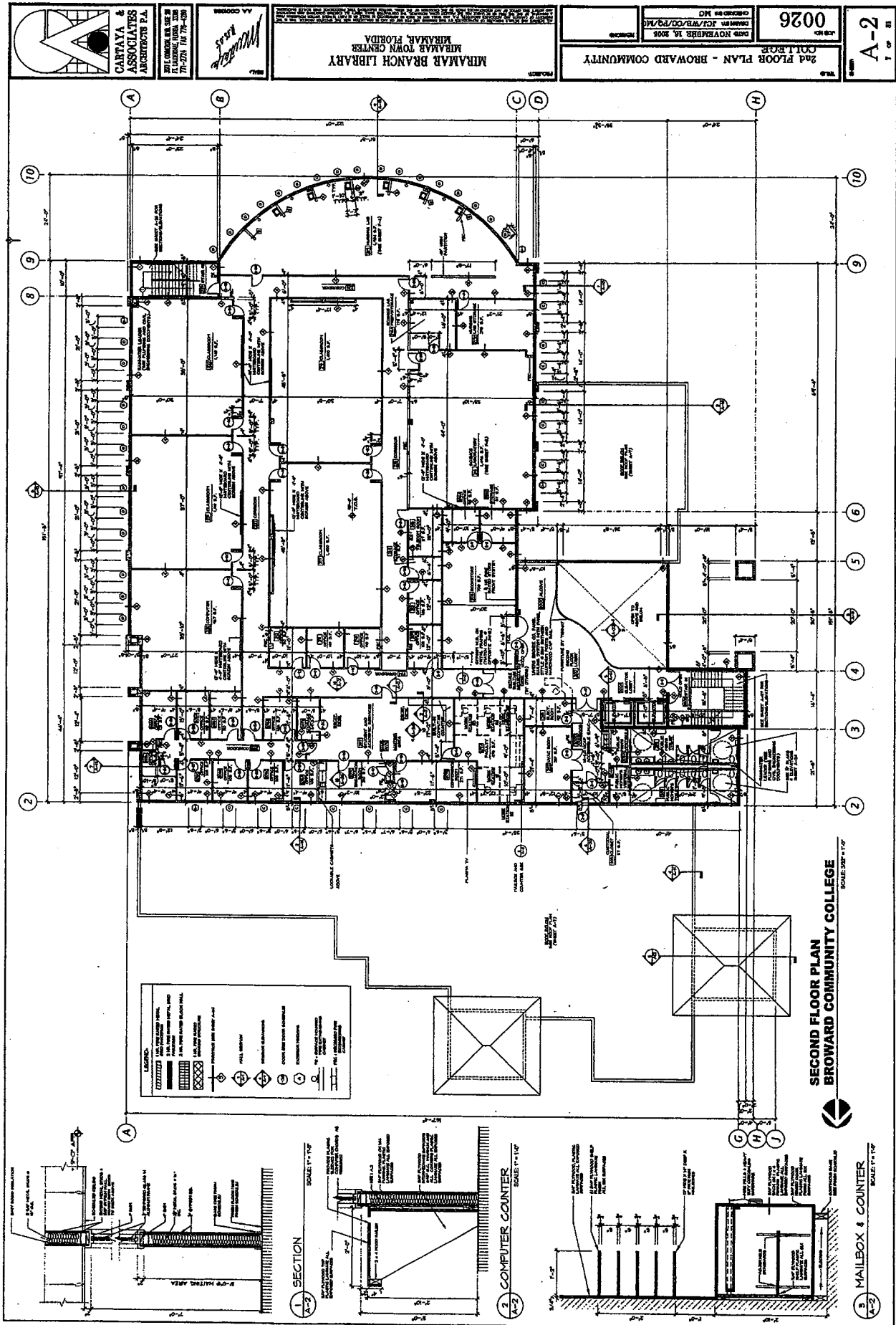


Exhibit "B"

Legal Description of the Property

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE ASSUMED WITH A REFERENCE BEARING OF NORTH 89°44'49" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY AS SUCH.

LEGAL DESCRIPTION:

PORTIONS OF TRACTS 57 THROUGH 60 INCLUSIVE IN SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (S.E. 1/4), NORTH 89°44'49" EAST (ASSUMED BEARING), 333.68 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF RED ROAD EXTENSION (STATE ROAD 955) AS SHOWN IN OFFICIAL RECORDS BOOKS 13837, PAGE 455, 24709, PAGE 210 AND 24709, PAGE 215 ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 65°11'09" WEST, 217.26 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MIRAMAR BOULEVARD AS SHOWN IN OFFICIAL RECORDS BOOK 24709, PAGE 210 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) DESCRIBED COURSES: (1) NORTH 20°11'09" WEST, 49.50 FEET; (2) NORTH 24°48'51" EAST, 265.00 FEET TO A POINT OF CURVATURE OF A 1377.72 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'04" AND AN ARC LENGTH OF 148.30 FEET TO THE POINT OF BEGINNING; (4) CONTINUING NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°29'33" AND AN ARC LENGTH OF 853.45 FEET; THENCE SOUTH 20°11'09" EAST, 381.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 89.46 FEET (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 38°08'50" WEST); THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°04'40" AND AN ARC LENGTH OF 79.75 FEET; THENCE SOUTH 85°14'21" WEST, 6.46 FEET; THENCE NORTH 55°26'19" WEST, 14.89 FEET; THENCE NORTH 65°17'40" WEST, 60.74 FEET; THENCE SOUTH 85°52'06" WEST, 10.67 FEET; THENCE SOUTH 68°28'18" WEST, 9.86 FEET; THENCE SOUTH 42°36'17" WEST, 13.39 FEET; THENCE NORTH 85°17'07" WEST, 14.01 FEET; THENCE NORTH 38°24'12" WEST, 56.52 FEET; THENCE NORTH 65°12'35" WEST, 43.53 FEET; THENCE SOUTH 73°38'36" WEST, 55.86 FEET; THENCE SOUTH 32°37'06" WEST, 37.60 FEET; THENCE SOUTH 05°56'52" WEST, 40.31 FEET; THENCE SOUTH 50°06'39" WEST, 24.27 FEET; THENCE NORTH 86°43'26" WEST, 36.51 FEET; THENCE SOUTH 74°25'29" WEST, 40.82 FEET; THENCE SOUTH 48°46'06" WEST, 52.66 FEET; THENCE SOUTH 20°19'12" WEST, 59.68 FEET; THENCE SOUTH 41°04'06" WEST, 28.46 FEET; THENCE SOUTH 77°46'50" WEST, 19.76 FEET; THENCE NORTH 57°41'34" WEST, 18.66 FEET; THENCE NORTH 18°12'26" WEST, 24.73 FEET; THENCE NORTH 16°40'06" EAST, 46.01 FEET; THENCE NORTH 18°19'40" WEST, 42.14 FEET; THENCE NORTH 54°56'49" WEST, 43.74 FEET; THENCE SOUTH 89°41'49" WEST, 60.84 FEET; THENCE SOUTH 65°19'17" WEST, 52.13 FEET; THENCE SOUTH 45°56'29" WEST, 40.41 FEET; THENCE SOUTH 34°15'32" WEST, 42.26 FEET; THENCE SOUTH 27°02'54" WEST, 29.99 FEET; THENCE SOUTH 20°46'33" WEST, 31.71 FEET; THENCE NORTH 54°27'18" WEST, 27.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 174,039 SQUARE FEET (4.00 ACRES) MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON NOVEMBER 26, 2002. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

BY: ROBERT K. KRISAK, P.S.M.
FLORIDA REGISTRATION NO. 4641

LIBRARY PARCEL

Z:\PROJECTS\16982\00\SURVEY\6982USD3B.DWG

SKETCH AND DESCRIPTION

PORTION OF SECTION 24-51-40
EVERGLADES SUGAR & LAND Co.
SUBDIVISION, P.B. 2, PG. 39,
MIAMI-DADE COUNTY RECORDS
CITY OF MIRAMAR
BROWARD COUNTY, FLORIDA

DATE	11/26/02	DATE	REVISIONS
SCALE	AS SHOWN		
FIELD BK.	N/A		
OWNG. BY	THG		
CHECK BY	RKK		



KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS
LB 1337

6500 N. ANDREWS AVE., FT. LAUDERDALE, FL. 33309-2132 (954)776-1816

SHEET NO. 1 OF 2 SHEETS
DRAWING NO. 16982 L-

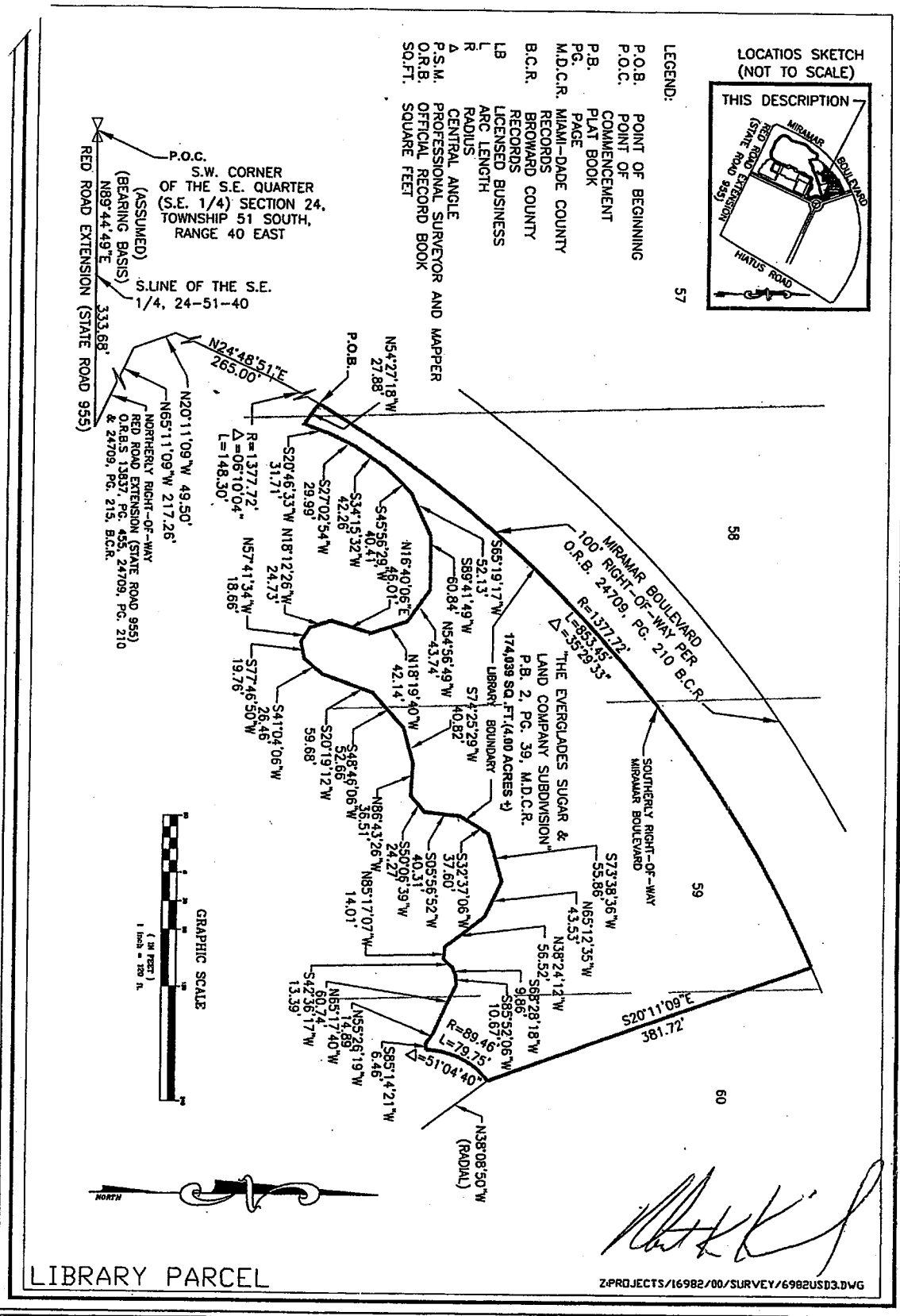


Exhibit "C"

Master Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 2 day of May, 2007, by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, having an address at Broward County, Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as the "LANDLORD"), and the CITY OF MIRAMAR, a municipal corporation organized and existing under the laws of the State of Florida having an address at 2300 Civic Center Place, Miramar, Florida 33023 (hereinafter referred to as the "TENANT").

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is hereby mutually agreed by and between the parties as follows:

1. DESCRIPTION, TERM AND RENT:

- 1.1 LANDLORD hereby leases unto TENANT approximately forty two thousand (42,000) square feet of space consisting of the second and third floors and the shared entrance, and lobby, and the elevator area on the first floor of approximately one thousand six hundred (1,600) square feet for use by the TENANT to access the second and third floors (the "Premises") of that certain library to be constructed by LANDLORD within the Miramar Town Center situated in the City of Miramar, County of Broward, State of Florida, on the real property more particularly described on Exhibit "A" attached hereto (the "Library"). Following completion of the Library, the parties shall attach to this Lease as Exhibit "C" the as-built floor plans for the Premises which shall contain calculations of the square footage of the Premises and the community library facility and its shared entrance on the first floor. Such calculations shall be used as the basis for all, prorata payments to be made by the parties hereunder. The square footages and calculations shown on the "as-built" plans shall be deemed conclusive and binding on the parties and are not subject to challenge. In the event that the square footage of the Premises and/or the Library are altered during the term of this Lease, amended "as-built" plans and specifications will be provided by the party causing such alterations along with amended calculations, which will then be utilized by the parties for the purposes hereof. The term of this Lease is ninety nine (99) years commencing upon the issuance of a certificate of occupancy or use, as applicable, for the Library, and terminating ninety nine (99) years thereafter, plus any renewals exercised per this Lease, for the total rental

of One Dollar (\$1.00), the receipt and sufficiency of which LANDLORD acknowledges.

- 1.2. LANDLORD hereby grants TENANT and its licensees, agents, independent contractors, successors and assigns the following rights appurtenant to the lease of the Premises:

1.2.1 The right to use the common areas of the Library, including, but not limited to, shared entrance and lobby, stairwells, lobbies, elevators, access and emergency systems (including emergency exits and fire suppression systems) in common with other users of the Library for access to and egress from the Premises and the parking areas.

1.2.2 The right to use and operate building systems and equipment of the Library including, but not limited to, plumbing, electric, HVAC, elevator, access and emergency systems (including emergency exits and fire suppression systems) sewer, stormwater drainage, water, fuel, gas, telecommunications, telephone, cable and computer (collectively, the "Building Systems") as reasonably required for the normal use of the Premises, which shall be in locations as the parties determine pursuant to the Interlocal Agreement (as defined in Section 2 below).

1.2.3 The right to use the parking areas and driveways for ingress, egress, and parking in connection with the use of the Premises. The parties acknowledge that these parking rights are in addition to the easement rights granted by LANDLORD to TENANT pursuant to that certain Parking Lot Easement Agreement between the parties of even date herewith.

2. DEVELOPMENT AND OPERATION:

This Lease is entered into pursuant to an Interlocal Agreement between LANDLORD and TENANT for Development of a Public Library of even date herewith (the "Interlocal Agreement"), providing for the construction by the LANDLORD of the Library. LANDLORD shall develop and operate the Library during the term of this Lease in accordance with the Interlocal Agreement. Except for TENANT's furnishings, fixtures, and equipment, the Library and all additions, modifications and alterations thereto shall be the property of the LANDLORD during the term of this Lease.

3. USE OF PREMISES:

TENANT may use and occupy the Premises for educational purposes and government administrative offices as well as any other uses mutually agreed

upon by the LANDLORD and TENANT; provided, however, the parties agree that the following uses for the Premises are hereby prohibited: charter schools, elementary schools, middle schools, and high schools. LANDLORD shall have the right, but not the obligation, to assist TENANT in securing a higher education subtenant for the Premises. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises.

4. UTILITIES AND OTHER SERVICES:

All utilities, services and expenses for the Premises shall be paid by TENANT. Without limiting the foregoing, LANDLORD and TENANT acknowledge and agree that, to the extent practicable, separate meters shall be installed for utilities serving the Premises. Where separate meters have been installed, TENANT shall pay the cost of such utilities directly to the service provider. In the event that separate meters are not installed, or such utilities, services or expenses can only be provided on a building-wide basis, commencing upon the issuance of a certificate of occupancy or use, as applicable, for the Library, TENANT shall reimburse LANDLORD for TENANT's prorata share of such building-wide expenses as set forth in Section 1.1 above. In furtherance of the foregoing, the parties acknowledge and agree that the Premises will initially be constructed to a shell finish and TENANT shall not have any obligation for building-wide expenses until such time as, and only to the extent that, the Premises are finished and occupied by TENANT.

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this Lease, TENANT may upon the approval of LANDLORD, such approval not to be unreasonably withheld delayed or conditioned, at its own expense, make such changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. All alterations and improvements made or caused to be made by TENANT which are permanently affixed to the land shall be the property of TENANT until such time as this Lease is terminated at which time such alterations and improvements shall become the property of the LANDLORD. TENANT shall execute and deliver to LANDLORD a bill of sale or other appropriate documentation at such time to evidence LANDLORD's ownership interest in the alterations and improvements.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this Lease which shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days'

prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this section.

7. ASSIGNMENT OR SUBLETTING:

TENANT may assign or sublet all or portions of the Premises for the remainder of the term or portions thereof with the approval of LANDLORD, which approval LANDLORD shall not unreasonably delay or withhold. Provided that the Premises continue to be used for the permitted uses herein, LANDLORD herein grants its consent for such subletting or assignment without the necessity of further action for permitted uses as defined in Section 3 above. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease; however, should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease in the event the Sublessee defaults.

8. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns.

9. RECOVERY OF POSSESSION ON DEFAULT:

In the event that the Premises are not used principally for the purposes permitted herein LANDLORD may give TENANT notice thereof, by certified U.S. mail, and if TENANT shall fail to remedy such default within ninety (90) days after receipt of such notice, or if such default is of a nature that it cannot be cured within ninety (90) days, if TENANT shall not have taken action to commence to cure such default and be diligently pursuing the same, LANDLORD shall have the right to institute proceedings for the recovery of possession of the Premises.

10. DAMAGE TO PREMISES:

TENANT agrees that all property placed on the Premises shall be at the risk of TENANT, and that TENANT shall be solely responsible for the repair, maintenance, and operation of the interior portion of the Premises during the term of this Lease, subject to LANDLORD's and TENANT's obligations in Section 12 below.

11. FIRE OR OTHER CASUALTY:

If the Premises are rendered untenable by the elements or any other cause, or if the Premises are destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, LANDLORD shall proceed to diligently proceed to rebuild the Library and the Premises (as initially constructed to a shell finish) using insurance proceeds, unless the parties mutually agree not to rebuild and to terminate this Lease. In the event that the parties agree not to rebuild, this Lease shall cease and come to an end, and TENANT shall have no further liability hereunder. In such a case, TENANT shall be entitled to the portion of the insurance proceeds attributable to the Premises.

12. REPAIRS:

LANDLORD covenants to keep Library (except for the interior finish of the Premises and TENANT's furnishings, fixtures and equipment), at its cost and expense except as set forth below, in good order, condition and repair during the term of the Lease. Without limiting the foregoing, LANDLORD shall maintain, repair and replace as necessary the structural components of the Library including, but not limited to the roof, walls, foundation, and Building Systems, and the exterior grounds serving the Library. Exterior maintenance, including without limitation, the landscaping, cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance of parking areas, common exterior areas (including cleaning, painting, striping, paving, and repairs) shall be performed by the LANDLORD at its sole cost and expense. Notwithstanding the foregoing, the parties agree to share the costs and expenses of maintenance and repairs for the roof, exterior portions of the Library, and Building Systems servicing both the community library and the Premises on a prorata basis pursuant to Section 1.1 above. In order to effectuate the foregoing, following any such maintenance and repairs performed by the LANDLORD or its contractors LANDLORD shall provide TENANT with a statement for its prorata portion including such back-up information and documentation as necessary and appropriate for the TENANT to verify and confirm such costs and expenses. Following such verification and confirmation, TENANT shall reimburse LANDLORD for such costs and expenses within thirty (30) days thereafter.

If LANDLORD fails, within thirty (30) days after written request, or immediately in the event of an emergence, to make such repairs or provide such maintenance then (a) LANDLORD shall be liable for any damages to property or loss thereby sustained by TENANT, and (b) TENANT may have such repairs made at the expense of LANDLORD, and LANDLORD shall reimburse TENANT upon presentation of a certified TENANT invoice detailing the repairs made and the expense incurred, which shall be on a prorata basis if applicable.

13. WAIVER:

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

14. INSURANCE:

LANDLORD agrees that during the term hereof it will, at its expense, keep the Library including the Premises insured against loss or damage by fire, together with extended coverage to the extent of replacement value thereof. TENANT shall reimburse LANDLORD for TENANT's prorata share of the actual cost of such insurance pursuant to Section 1.1 above. TENANT shall be named as additional insured on such insurance policy and is entitled to any insurance proceeds attributable to the Premises. TENANT shall be responsible, at its cost and expense, to insure its furnishings, fixtures and equipment with such proceeds payable to TENANT.

15. ENVIRONMENTAL CONTAMINATION:

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

16. 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 Public Health Unit of Broward County.

17. NOTICES:

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice.

Notice to LANDLORD shall be addressed to:

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

With copies to:

Real Property Section
Broward County Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Director of Libraries Division
Libraries Division
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

Notice to the TENANT shall be addressed to:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

With a copy to:

City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

18. TERMS:

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

19. SUCCESSORS; ASSIGNS:

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

20. RIGHT TO MORTGAGE:

LANDLORD may not encumber the Premises by mortgage or mortgages without the prior written consent of TENANT.

21. COPIES OF LEASE:

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

22. PRIOR AGREEMENTS:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document except with respect to the Interlocal Agreement and related Parking Lot Easement Agreement between the parties of even date herewith. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, except as set forth in the Interlocal Agreement and Parking Lot Easement Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

23. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Broward County, Florida.

24. CONDEMNATION:

TENANT reserves unto itself, and LANDLORD assigns to TENANT, all right to damages accruing on account of any taking or condemnation of all or any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. LANDLORD agrees to execute such instruments or assignments as may be required by TENANT, to join with TENANT in any petition for the recovery of damages, if requested by TENANT, and to turn over to TENANT any such damages that may be recovered in any such proceeding. TENANT does not reserve to itself, and LANDLORD does not assign to TENANT, any damages payable for the value of the land alone, excluding the Building and the improvements to the Land. TENANT shall also retain all

damages for any trade fixtures installed by TENANT on the Premises at its cost and expense, whether or not the same are part of the realty, or for any damages for interruption to the business of TENANT.

25. PUBLIC ENTITY CRIMES ACT:

TENANT represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to LANDLORD and may not submit bids on leases of real property to LANDLORD for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of all monies paid hereto.

In addition to the foregoing, TENANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LANDLORD has been placed on the convicted vendor list.

26. INDEPENDENT CONTRACTOR:

LANDLORD is an independent contractor under this Lease. Services provided by LANDLORD shall be subject to the supervision of LANDLORD, and such services shall not be provided by LANDLORD or its agents as officers, employees, or agents of the TENANT.

27. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

28. COMPLIANCE WITH LAWS:

LANDLORD and TENANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

29. SEVERANCE:

In the event this Lease or a material portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

30. JOINT PREPARATION:

Preparation of this Lease has been a joint effort of TENANT and LANDLORD and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

31. 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 Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect.

32. RECORDING:

A memorandum of this Lease in the form attached hereto as Exhibit "B" shall be executed, delivered and recorded in the public records of Broward County simultaneously with the execution and delivery of this Lease.

33. OTHER PROVISIONS:

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

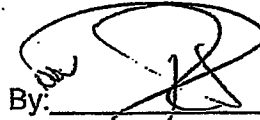
LEASE AGREEMENT

TENANT:

CITY OF MIRAMAR, a municipal
corporation of the State of Florida.

Nawa T Barrett Forbes
Print Name: NAWA N. Barrett Forbes

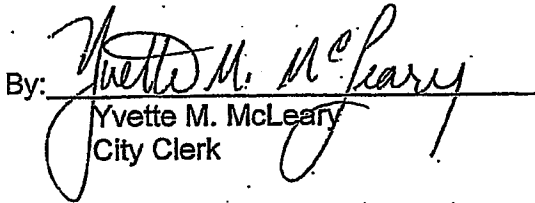
Print Name: _____

By: 

Robert A. Payton
City Manager

ATTEST:

21 day of February, 2007

By: 
Yvette M. McLeary
City Clerk

Approved as to form and legality
for the use and reliance of the City
of Miramar, Florida, only.

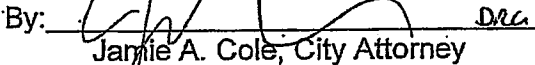
By:  *DAC*
Jamie A. Cole, City Attorney

EXHIBIT "A" (page 1 of 2) **Legal Description of Library Parcel**

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE ASSUMED WITH A REFERENCE BEARING OF NORTH 89°44'49" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY AS SUCH.

LEGAL DESCRIPTION:

PORTIONS OF TRACTS 57 THROUGH 60 INCLUSIVE IN SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (S.E. 1/4), NORTH 89°44'49" EAST (ASSUMED BEARING), 333.68 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF RED ROAD EXTENSION (STATE ROAD 955) AS SHOWN IN OFFICIAL RECORDS BOOKS 13837, PAGE 455, 24709, PAGE 210 AND 24709, PAGE 215 ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 65°11'09" WEST, 217.26 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MIRAMAR BOULEVARD AS SHOWN IN OFFICIAL RECORDS BOOK 24709, PAGE 210 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) DESCRIBED COURSES: (1) NORTH 20°11'09" WEST, 49.50 FEET; (2) NORTH 24°48'51" EAST, 265.00 FEET TO A POINT OF CURVATURE OF A 1377.72 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'04" AND AN ARC LENGTH OF 148.30 FEET TO THE POINT OF BEGINNING; (4) CONTINUING NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°28'33" AND AN ARC LENGTH OF 853.45 FEET; THENCE SOUTH 20°11'09" EAST, 381.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 89.46 FEET (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 38°08'50" WEST); THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°04'40" AND AN ARC LENGTH OF 79.75 FEET; THENCE SOUTH 85°14'21" WEST, 6.46 FEET; THENCE NORTH 55°26'19" WEST, 14.89 FEET; THENCE NORTH 65°17'40" WEST, 60.74 FEET; THENCE SOUTH 85°32'06" WEST, 10.67 FEET; THENCE SOUTH 68°28'18" WEST, 9.86 FEET; THENCE SOUTH 42°36'17" WEST, 13.39 FEET; THENCE NORTH 85°17'07" WEST, 14.01 FEET; THENCE NORTH 38°24'12" WEST, 56.52 FEET; THENCE NORTH 65°12'35" WEST, 43.53 FEET; THENCE SOUTH 73°38'36" WEST, 55.86 FEET; THENCE SOUTH 32°37'06" WEST, 37.60 FEET; THENCE SOUTH 08°56'52" WEST, 40.31 FEET; THENCE SOUTH 50°06'39" WEST, 24.27 FEET; THENCE NORTH 85°43'26" WEST, 36.51 FEET; THENCE SOUTH 74°25'29" WEST, 40.82 FEET; THENCE SOUTH 48°46'08" WEST, 52.66 FEET; THENCE SOUTH 20°19'12" WEST, 59.68 FEET; THENCE SOUTH 41°04'06" WEST, 26.46 FEET; THENCE SOUTH 77°46'50" WEST, 19.76 FEET; THENCE NORTH 57°41'34" WEST, 18.66 FEET; THENCE NORTH 18°12'26" WEST, 24.75 FEET; THENCE NORTH 16°40'06" EAST, 46.01 FEET; THENCE NORTH 18°19'40" WEST, 42.14 FEET; THENCE NORTH 54°56'49" WEST, 43.74 FEET; THENCE SOUTH 89°41'49" WEST, 80.84 FEET; THENCE SOUTH 65°19'17" WEST, 52.13 FEET; THENCE SOUTH 45°56'29" WEST, 40.41 FEET; THENCE SOUTH 34°15'32" WEST, 42.26 FEET; THENCE SOUTH 27°02'54" WEST, 29.99 FEET; THENCE SOUTH 20°46'33" WEST, 31.71 FEET; THENCE NORTH 54°27'18" WEST, 27.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 174,039 SQUARE FEET (4.00 ACRES) MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON NOVEMBER 26, 2002. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
 ENGINEERS-PLANNERS-SURVEYORS

BY: ROBERT K. KRISAK, P.S.M.
 FLORIDA REGISTRATION NO. 4641

LIBRARY PARCEL

Z:\PROJECTS\16982\00\SURVEY\6982USD3B.DWG

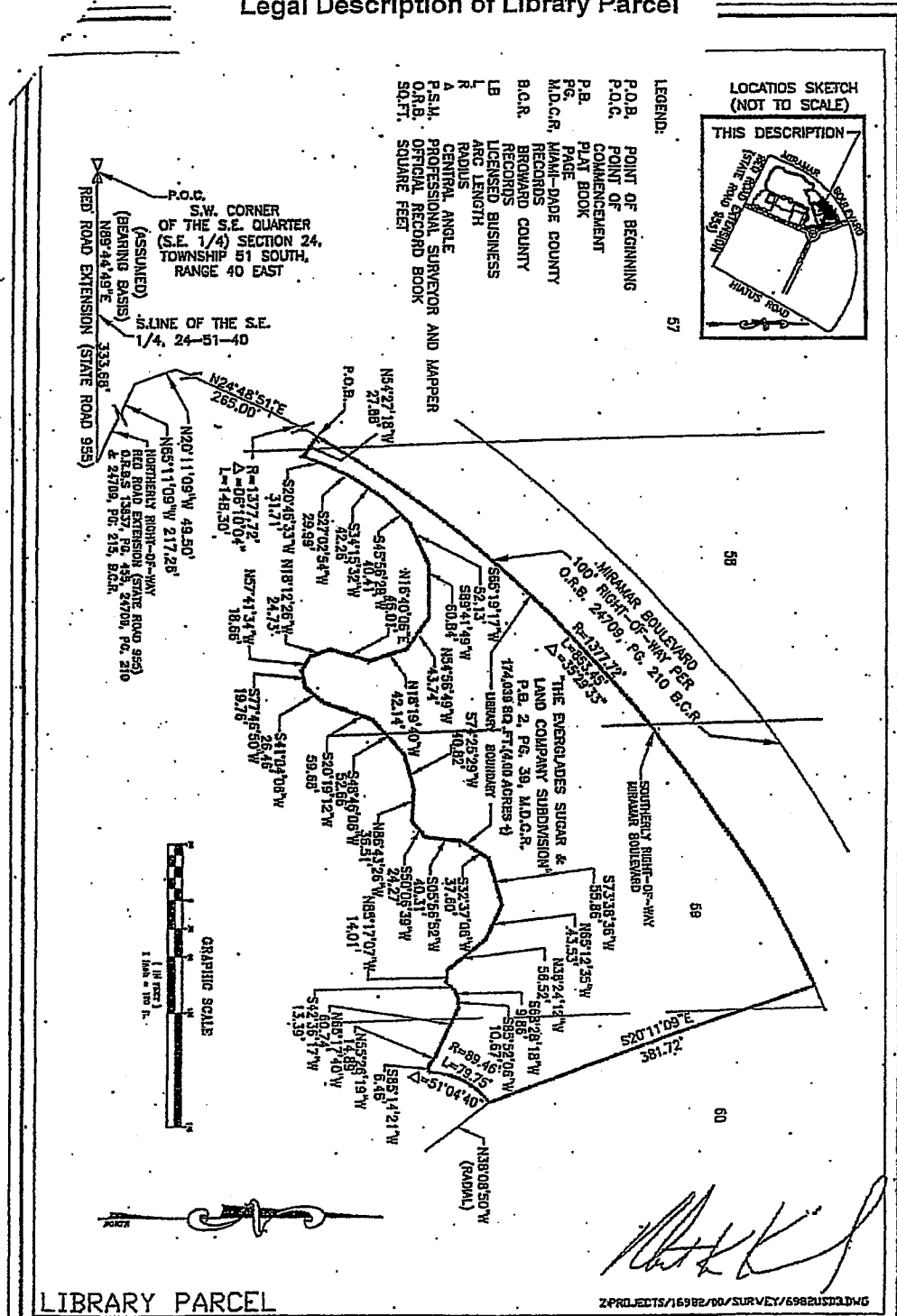
SKETCH AND DESCRIPTION	DATE	11/26/02	DATE	REVISIONS
PORTION OF SECTION 24-51-40	SCALE	AS SHOWN		
EVERGLADES SUGAR & LAND Co.	FIELD BK.	N/A		
SUBDIVISION, P.B. 2, PG. 39,	DWG.	BY THG		
MIAMI-DADE COUNTY RECORDS	CHECK	BY RKK		
CITY OF MIRAMAR				
BROWARD COUNTY, FLORIDA				



KEITH and SCHNARS, P.A.
 ENGINEERS, PLANNERS, SURVEYORS
 LB 1337

3300 N. AVENUE AC, FL. UNCORP. FL. 33009-2122 (352)776-1816
 SHEET NO. 1 OF 2 SHEETS
 DRAWING NO. 16982 L-

EXHIBIT "A" (page 2 of 2) Legal Description of Library Parcel



SKETCH AND DESCRIPTION
PORTION OF SECTION 24-51-40
EVERGLADES SUGAR & LAND CO.
SUBDIVISION, PB. 2, PG. 39
MIAMI-DADE COUNTY RECORDS
CITY OF MIRAMAR
MIAMI-DADE COUNTY, FLORIDA

DATE	11/25/02	DATE	REVISIONS
SCALE	AS SHOWN		
FIELD BK.	N/A		
DWNG. BY	JMS		
CHECK BY	RKK		

KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS
LB 1337
2000 N. ANDREWS AC, FT. LAUDERDALE, FL. 33309-2132 (954)776-1010

SHEET NO. 2 OF 2 SHEETS
DRAWING NO. 16982L-

EXHIBIT "B"

MEMORANDUM OF LEASE

This instrument prepared by and
record and return to:

Noel M. Pfeffer, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33031

MEMORANDUM OF LEASE

BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (the "LANDLORD"), having a principal place of business at 115 South Andrews Avenue, Fort Lauderdale, FL 33301, owner of certain real property located in the City of Miramar, Florida and more particularly described in Exhibit "A" attached hereto (the "Property"); and CITY OF MIRAMAR, a Florida municipal corporation (the "TENANT"), having a principal place of business at 2300 Civic Center Place, Miramar, Florida 33025, hereby give notice that they have entered into a certain Lease Agreement effective _____ (the "Lease") pursuant to which LANDLORD and TENANT have agreed that TENANT shall have the right to possession of a portion of the Property for a term of ninety nine (99) years, commencing upon issuance of a certificate of occupancy or use for the Library to be constructed by Landlord on the Property, together with appurtenant rights for access, egress, parking, pedestrian use, and signage, all as more particularly set forth in the Lease.

Reference is made to the full text of the Lease for the terms and provisions thereof. A copy of the Lease may be obtained from LANDLORD or TENANT upon request, at their principal government offices.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Memorandum of Lease on the dates hereinafter subscribed.

LANDLORD:

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

By: _____
Chair
_____ day of _____, 2007

Approved as to form by
Office of County Attorney
Broward County, Florida
Jeffrey J. Newton, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Noel M. Pfeffer
Deputy County Attorney

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____, Mayor/Vice-Mayor of the Broward County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

(SEAL)

TENANT:

WITNESSES:

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

Print name:

By _____
Robert A. Payton, City Manager

____ day of February, 2007

Print name:

ATTEST:

By _____
Yvette M. McLeary, City Clerk

Approved as to form and legality for the use and reliance of the City of Miramar, Florida, only.

By _____
Jamie A. Cole, City Attorney

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of February, 2007, by Robert A. Payton, as City Manager of the CITY OF MIRAMAR, a municipal corporation of the State of Florida, on behalf of such municipal corporation, who (check one) ☐ is personally known to me or ☐ has produced a _____ driver's license as identification.

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

(SEAL)

EXHIBIT "C"

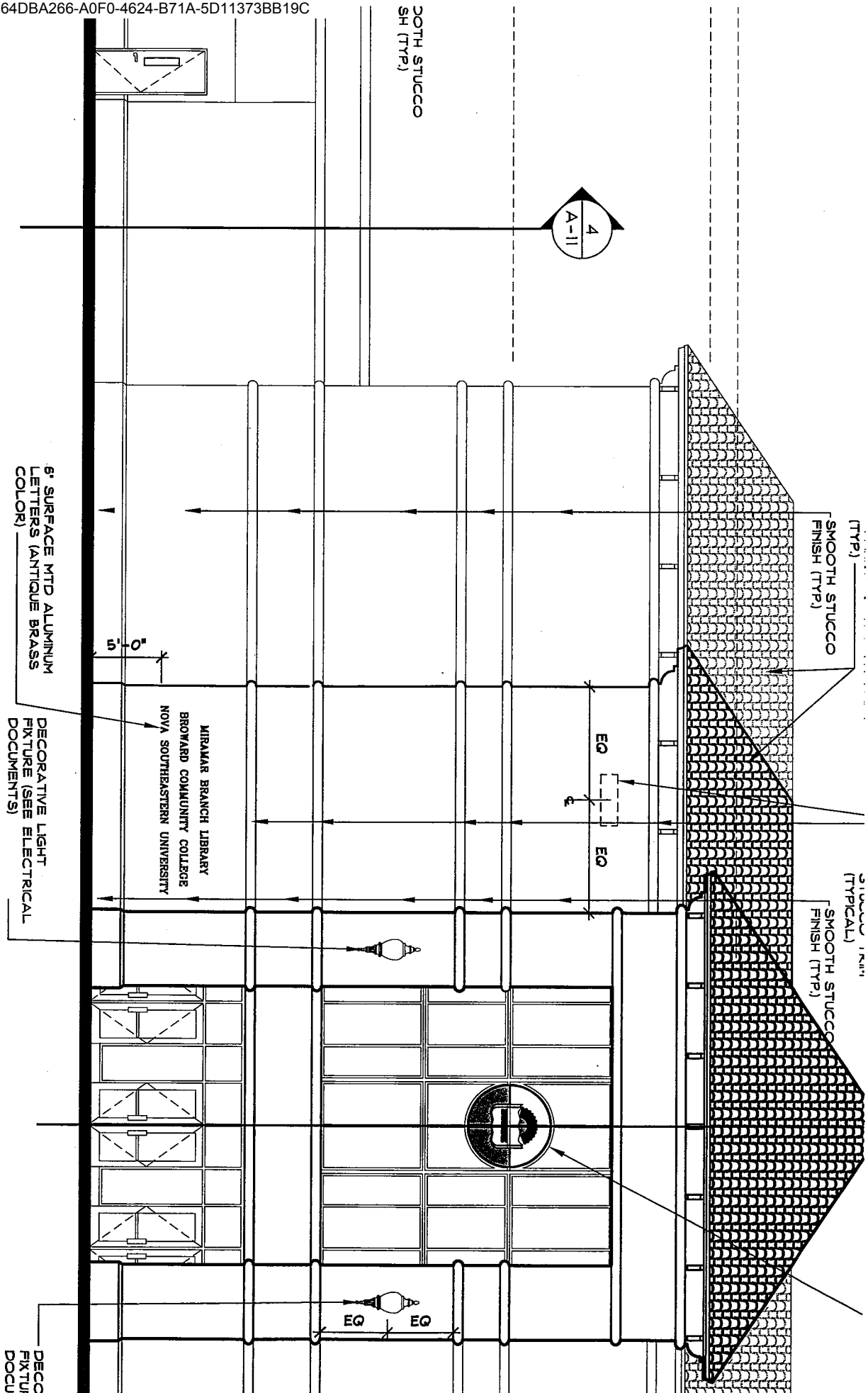
AS-BUILT FLOOR PLANS FOR THE PREMISES

**(TO BE ATTACHED AFTER COMPLETION OF THE LIBRARY
PER SECTION 1.1 OF THE LEASE AGREEMENT)**

Exhibit "D"

Wall Sign Design

SCALE: 3/32" = 1'-0"



SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made as of this 14 day of AUGUST, 2008, by and between the **CITY OF MIRAMAR**, a Florida municipal corporation, having an address at 2300 Civic Center Place, Miramar, Florida 33025 ("City") and **BROWARD COMMUNITY COLLEGE**, a political subdivision of the State of Florida, having an address at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 ("BCC").

RECITALS

1. City is the original tenant under the Lease Agreement dated May 2, 2007, by and between Broward County, a political subdivision of the State of Florida ("County") and City (the "Master Lease") pursuant to which City has leased from County the premises described in the Master Lease, consisting of the second and third floors of a building to be constructed by the County (the "Building" or "Library").

2. It is recognized that the County is developing the Building and has leased portions thereof to the City consisting of the second and third floors.

3. The Building is to be used and operated as a public library as to the first floor and educational facility as to the second and third floors, all subject to the terms covenants and conditions of the Interlocal Agreement (hereinafter defined), the Master Lease and this Sublease.

4. City does not intend to occupy or otherwise utilize the second and third floors of the Building; but rather intends to sublease to subtenants those portions of the Building leased to the City and not being used as a public library.

5. City now desires to sublease to BCC, and BCC desires to sublease from City, the Premises (hereinafter defined), upon the terms, covenants and conditions set forth in this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** The following terms, when used in this Sublease, shall have the following meanings:

1.1. **Additional Rent.** All sums due from BCC to City under this Sublease which are not included in the Rent.

1.2. **BCC.** Broward Community College, a political subdivision of the State of Florida. BCC's mailing address is 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, Attention: President, David Armstrong/Chairman of the Board of Trustees.

1.3. **BCC's Prorata Share.** BCC's portion of the Prorata Share, which shall

be the proportion of the square footage of the Premises to the total square footage of the Master Lease Premises (hereinafter defined) as adjusted from time to time based upon the reconstruction or redevelopment of the Building and/or Premises, as applicable.

1.4. **Building**. A three-story building to be designed and constructed by the County on the Property in accordance with the Interlocal Agreement.

1.5. **Business Day**. Any day that the City is open for business; provided, however, if BCC is not open for business on a particular day that the City is open for business, BCC will be given a day for day extension until it is open for business.

1.6. **City**. The City of Miramar, a Florida municipal corporation. The City's mailing address is 2300 Civic Center Place, Miramar, Florida 33025, Attention: City Manager.

1.7. **Commencement Date**. The date the Initial Term of this Sublease begins. The Commencement Date shall be 10 Business Days after the Substantial Completion Date, subject to extension as set forth in this Sublease.

1.8. **Common Areas**. All of the common areas and systems of the Building as described in the Master Lease.

1.9. **County**. Broward County, a political subdivision of the State of Florida.

1.10. **Effective Date**. The date this Sublease is signed by both City and BCC.

1.11. **Governmental Authority**. Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency or any instrumentality of any of them.

1.12. **Governmental Requirement**. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued.

1.13. **Improvements**. Any improvements, alterations, additions or changes to the Premises for which a building permit is required.

1.14. **Initial Term**. The period of time beginning on the Commencement Date, and ending 99 years after the Commencement Date; provided, however, unless renewed or extended as set forth herein, the Initial Term shall not extend beyond the term of the Master Lease and, in the event the term of the Master Lease expires or terminates prior to the expiration of the Initial Term, then the Initial Term of this Sublease shall simultaneously terminate or expire, as applicable, pursuant to the terms of the Termination Payment.

1.15. **Interlocal Agreement**. The Interlocal Agreement dated May 18, 2004 between the County and the City for Development of a Public Library, as amended by First Amendment dated December 12, 2006.

1.16. **Library**. The community library facility to be constructed by the County

on the first floor of the Building in accordance with the Interlocal Agreement.

1.17. **Library Peak Hours.** The operating hours of the Library.

1.18. **Library Non-Peak Hours.** The hours when the Library is closed.

1.19. **Master Lease.** The Lease Agreement dated May 2, 2007, between the County and the City, for the lease of a portion of the Building to the City. A copy of the Master Lease is attached as Exhibit "C."

1.20. **Master Lease Premises.** The premises leased by the County to the City under the Master Lease.

1.21. **NSU.** Nova Southeastern University, a Florida not for profit corporation.

1.22. **NSU Premises.** The third floor of the Building.

1.23. **NSU Sublease.** The sublease between the City and NSU for the NSU Premises.

1.24. **On Site Parking Area.** The On Site Parking Area containing the surface parking lot located on the Property.

1.25. **Parking Garage.** The multi-level parking garage located at 2201 Civic Center Place, Miramar, Florida. The Parking Garage is a condominium in which the City owns 707 parking spaces.

1.26. **Parking Lot Easement Agreement.** The Parking Lot Easement Agreement dated May 2, 2007, between the City and the County.

1.27. **Permitted Use.** Operation of a community college academic and administrative facility.

1.28. **Premises.** The second floor of the Building, consisting of approximately 21,100 square feet, together with the right to use all Common Areas and the Parking Garage as set forth in this Sublease. The Premises are shown on **Exhibit "A"** attached to this Sublease. The Premises shall also include Room #100B on the first floor of the Building, which room is to be used on a non-exclusive basis with NSU for informational purposes. When used to determine pro rata share, "Premises" shall mean only that portion of the building within BCC's exclusive control.

1.29. **Property.** The real property upon which the Building shall be constructed, which Property is more particularly described in **Exhibit "B"** attached to this Sublease.

1.30. **Prorata Share.** City's proportionate share of the utilities, services and expenses of the Building, as set forth in the Master Lease.

1.31. **Renewal Term.** Any one or more periods following the expiration of the Initial Term, if the County extends or renews the term of the Master Lease.

1.32. **Rent.** The rent due for the Premises in the amount of \$1.00 per year.

1.33. **Sublease.** This Sublease Agreement, together with all exhibits, amendments and modifications.

1.34. **Subleasehold Improvements Funding Agreement.** The Subleasehold Improvements Funding Agreement between the City and BCC of even date herewith which generally provides for the funding of the improvements to the Premises by BCC.

1.35. **Substantial Completion.** Substantial completion of the Building and the Premises, including the Common Areas, and the Parking Garage, so that the Building and the Premises may be occupied and used for the Permitted Use in accordance with all applicable Governmental Requirements.

1.36. **Substantial Completion Date.** The date that a temporary certificate of occupancy is issued for the Premises by the appropriate Governmental Authorities allowing the occupancy and use of the Premises for the Permitted Use.

1.37. **Term.** The Initial Term and any Renewal Terms in effect, subject to the termination rights of the parties set forth in this Sublease, collectively.

1.38. **Termination Payment.** An amount equal to the unamortized portion of the funds paid by BCC to the City pursuant to the Subleasehold Improvements Funding Agreement as depreciated on a straight line basis over a 50 year period calculated at the time of the event necessitating the payment of the Termination Payment, which shall be paid by the City to BCC on terms as mutually agreed to by the parties which shall include a payment schedule.

1.39. **Total Rent.** The Rent and any Additional Rent due from BCC to City under this Sublease.

2. **Sublease Grant.** City hereby subleases and demises the Premises to BCC, and BCC hereby hires and subleases the Premises from City, subject to the terms, covenants and conditions set forth in this Sublease.

2.1. **Sublease Subordinate to Master Lease.** The parties acknowledge that this Sublease is subordinate to the Master Lease. In the event of any inconsistency between the Master Lease and this Sublease, the terms of the Master Lease shall prevail.

2.2. **Compliance with Subleasehold Improvements Funding Agreement.** The parties acknowledge and agree that the effectiveness of this Agreement is subject to and contingent upon the fulfillment by the parties of their respective obligations set forth in the Subleasehold Improvements Funding Agreement.

3. Term.

3.1. **Initial Term.** The Initial Term of this Sublease shall be 99 years, commencing on the Commencement Date; provided however, unless renewed or extended as set forth herein, the Initial Term shall not extend beyond the term of the Master Lease and, in the event the term of the Master Lease expires or terminates prior to the expiration of the Initial Term, then the Initial Term of this Sublease shall simultaneously terminate or expire, as applicable. Notwithstanding the foregoing, if the Master Lease is terminated due to a County default and title to the Building reverts to the City, the City and BCC agree that this Sublease shall be converted into a direct lease between the City and BCC for the remainder of the Term. The City agrees to reasonably cooperate with BCC to obtain the agreement of the County to allow BCC to remain in the Premises following a termination of the Master Lease due to a City default. In any event, should the Sublease end short of the Initial Term through no fault of BCC including, but not limited to the early termination of the Master Lease, and BCC does not remain in the Premises pursuant the terms of either of the prior two sentences, then the City agrees to pay the Termination Payment to BCC.

3.2. **Renewal Terms.** In the event the term of the Master Lease is to be renewed or extended by the County beyond the original term of the Master Lease, the City shall provide BCC with written notice thereof including the terms and conditions under which the County intends to renew or extend. BCC shall have the option to extend the Term for such Renewal Term(s) on the same terms and conditions of this Sublease and such other terms and conditions as may be imposed by the County, as long as BCC is not in default under this Sublease at the time it exercises its option to renew. BCC must exercise its option to extend the Term by providing written notice to City within 60 days following receipt of the notice from the City to BCC of the County's intent to renew or extend the term of the Master Lease or such shorter notice period as may be required by the County. In the event the County does not renew or extend the term of the Master Lease, BCC may negotiate directly with the County for continued occupancy of the Premises, all as mutually agreed to by the parties at such time.

3.3. **Renewal Term Rent.** During each of the Renewal Terms, BCC shall be required to pay Rent of \$1.00 per year, plus all charges included as Additional Rent under this Sublease.

3.4. **Renovation of Premises During and After Initial Term.** As additional consideration for this Sublease and BCC's option to renew the Sublease, subject to the mutual reasonable agreement of the parties, BCC agrees to share in the cost of any renovation or reconstruction of the common space areas in the Building which may be undertaken by City during and/or after the Initial Term. BCC's share of any renovation or construction costs will be calculated using BCC's Prorata Share. Notwithstanding the foregoing, BCC's obligation to funds its share of any renovation or construction costs will be subject to the applicable statutory requirements, which currently provide that there be at least 40 years remaining on a lease term for BCC to expend funds for such purpose.

4. **Permitted Use.** BCC agrees to use the Premises for the Permitted Use and for no other use without the prior written consent of City and County. BCC shall not use or permit the Premises to be used in any manner which would constitute a public or private nuisance or waste,

or which would violate any term or provision of the Master Lease. BCC shall not use or occupy the Premises contrary to any applicable Governmental Requirement, nor in any manner that would interfere with the plumbing, mechanical, HVAC or electrical systems of the Library.

4.1 **Educational Program Coordination.** Both BCC and NSU acknowledge that unplanned program duplication/competition in the Building does not serve the interests of the City, BCC, NSU or the public. Therefore, in consideration of NSU's agreement in the NSU Sublease not to offer lower division credit courses in the NSU Premises, BCC agrees not to offer upper division credit courses in the Premises. The only exceptions to this provision must be approved in writing by both NSU and BCC.

4.2 **County Operation of Library.** It is expressly understood that BCC has the right, subject to the terms and provisions of this Sublease, to operate consistent with its goals and missions out of this "educational facility" for the Term of this Sublease. The operation by the County of a full-service public library within the Building is an essential element and term of this Sublease. If the operation of a full-service public library ceases or is otherwise significantly impacted, BCC will have the option to void all or a portion of the remaining Initial Term and receive the Termination Payment, which shall be paid by the City to BCC on terms as mutually agreed to by the parties which shall include a payment schedule. For purposes of this Sublease, a "full service public library" shall mean a public library typically providing those services on the same or substantially similar basis as other County libraries.

5. **Inspection of Premises.** BCC and City shall jointly inspect the Premises prior to the Commencement Date. As soon as practical after Substantial Completion, City shall notify BCC by facsimile and by telephone of the earliest date when such inspection can be made (the "Scheduled Inspection Date"). If BCC fails to inspect the Premises within 3 Business Days after the Scheduled Inspection Date, BCC shall be deemed to have waived its right to inspect the Premises and provide the Punch List referenced below.

5.1. **Punch List Items.** At the time of inspection, BCC shall give City written notice of any unfinished, improper, or other defective work, including, without limitation, defects in workmanship and materials (the "Punch List"). BCC's inspection may include, without limitation, testing of any mechanical and electrical systems servicing the Premises. City shall correct all reasonable Punch List items within 60 days after the date any such item was included on the Punch List. BCC's taking possession of the Premises shall constitute an acknowledgement by BCC that it is taking the Premises in "AS IS" condition, except as to (i) any Punch List items, and (ii) latent defects.

6. **Commencement Date.** The Commencement Date of this Sublease shall be 10 Business Days after the Substantial Completion Date. BCC's failure to take possession of the Premises on the Commencement Date shall not be deemed or construed as a failure by City to have achieved Substantial Completion.

7. **BCC Fixtures and Equipment.** BCC shall not take any action with respect to installation of BCC's fixtures and equipment within the Premises which might void any construction warranties applicable to the Premises. BCC agrees to be responsible for the costs and expenses arising out of or in connection with the voiding of any warranties by BCC, its

employees, contractors or agents.

8. Rent.

8.1. **Payment of Rent.** Rent shall be paid in advance prior to the beginning of each year of the Term. Alternatively, BCC may pay the Rent for the Initial Term and any Renewal Terms in advance.

8.2. **Sales Tax.** BCC acknowledges that it is a state agency and is exempt from taxes and assessments. In any case, it is agreed that BCC is not obligated to pay taxes and assessments and that no claim can be made against BCC for which BCC is exempt. If there is a dispute as to whether a tax, special assessment, fine, penalty or charge relative to this Sublease applies to BCC, BCC will be responsible and pay and/or negotiate same, and BCC will reimburse the City to the extent it is held liable or it otherwise agrees to be liable. If there is a dispute as to whether a tax, special assessment, fine, penalty or charge relative to this Sublease applies to the City, the City will pay and/or negotiate same and the City will reimburse BCC to the extent it is held liable or it otherwise agrees to be liable. In the case of a dispute, the prevailing party will be entitled to fees and expenses.

8.3. **Location for Rent Payments.** All Rent due under this Sublease shall be paid by BCC without offset, demand or notice, except as set forth in Section 18.1.1, directly to City at City's offices located at 2300 Civic Center Place, Miramar, Florida 33025, or at such other location as City may direct in writing to BCC.

8.4. **Late Payments.** If any Additional Rent payment is not paid within 90 Business Days after receipt of written notice that such payment is past due, BCC shall pay City a late payment charge of 5% of the past due amount.

8.5. **Additional Rent Provisions.** In addition to the Rent payments provided for in this Sublease, BCC shall pay to City as Additional Rent any and all taxes imposed by any Governmental Authority on all amounts classified as rent (excluding federal income taxes), including all sales tax applicable to the payments of Rent or any other payments to City required of BCC hereunder, all subject to Section 8.2 above.

9. **Payment of Rent to County and Compliance with Master Lease.** During the Term of this Sublease, City covenants and agrees (i) to pay all rent owed to County in accordance with the terms and conditions of the Master Lease; (ii) to fully comply with all terms, covenants, and conditions of the Master Lease, and (iii) to fulfill all obligations of Tenant under the Master Lease except those Tenant obligations expressly assumed by BCC in this Sublease.

10. **Compliance With Master Lease.** BCC represents to City that it has read the entire Master Lease and is familiar with each of its terms, covenants and conditions. BCC hereby agrees to be bound by and to assume and perform all of City's obligations as Tenant under the provisions of the Master Lease which are applicable to the Premises, including, without limitation, all maintenance, repair and replacement obligations of Tenant under the Master Lease. All of the provisions of the Master Lease which are applicable to the Premises are hereby incorporated as additional terms and covenants of this Sublease as if they were recited herein. To the extent that any term or condition of the Master Lease contradicts this Sublease or

is made ambiguous when interpreted with the language contained in this Sublease and the Subleasehold Improvements Funding Agreement, to the extent that such does not result in a default by the City under the Master Lease, the meaning and intent of this Sublease and/or Subleasehold Improvements Funding Agreement, as applicable, shall prevail with regard to the obligations, rights and remedies of BCC and the City, respectively.

11. BCC's Prorata Share. Under the Master Lease, City is responsible for payment of its Prorata Share of the expenses of the Building. As Additional Rent, BCC is responsible to City for payment of BCC's Prorata Share. City shall provide BCC with copies of all invoices from County with respect to costs and expenses included in BCC's Prorata Share. BCC shall pay to City BCC's Prorata Share at least 20 Business Days in advance of the due date set forth in the invoice from County. Upon payment by BCC to City of BCC's Prorata Share, City shall make payment to County of the Prorata Share due under the Master Lease. In any case, BCC shall have no less than 90 Business Days to review all invoices submitted. BCC will not participate in shared expenses for (a) janitorial and security services provided BCC chooses to perform such services directly and (b) other labor services or materials which BCC chooses to perform directly and to which the County consents.

12. Utilities. The Premises are separately metered for utilities (including, without limitation, water, sewer, gas, electric, and cable). BCC will pay the cost of its utilities directly to the utility provider.

13. Parking. City agrees to make available to BCC parking on the Property in the On Site Parking Area and off the Property in the Parking Garage.

13.1. On Site Parking Area. The On Site Parking Area available to BCC shall consist of either a surface parking lot ("Surface Parking Lot") or a parking structure in lieu thereof ("Parking Structure") as contemplated in the Parking Lot Easement Agreement, a copy of which has been provided to BCC. City shall not charge BCC, or any of its officers, trustees, employees, agents, students, contractors, invitees or licensees, any fees for use of the On Site Parking Area.

13.1.1. Use of Surface Parking Lot by BCC. City represents and warrants to BCC that there are 160 spaces in the Surface Parking Lot. BCC may not use any of the Surface Parking Lot spaces during Library Peak Hours. BCC may use all 160 spaces in the Surface Parking Lot during Library Non-Peak Hours on a non-exclusive basis. The City will reasonably cooperate with BCC in negotiating with the County for use of the Surface Parking Lot spaces during Library Peak Hours.

13.1.2. Use of Parking Structure by BCC. If City builds the Parking Structure contemplated by the Parking Lot Easement Agreement, BCC will have the same right to spaces in the Parking Structure as it has to spaces in the Surface Parking Lot.

13.2. Parking Garage. City agrees to make available to BCC up to 190 parking spaces (including 4 handicapped parking spaces) in the Parking Garage. The use by BCC of the parking spaces the parking garage is for BCC students, faculty and employees as well as BCC's guests and invitees during those hours when BCC is using and occupying the

Premises for the Permitted Use. BCC acknowledges that it shall not use the parking garage for overnight parking or the parking of any fleet vehicles. From time to time, the City and BCC may enter into a Temporary Parking Agreement for some of these or other spaces in the parking garage.

13.3. **Parking Garage Condominium Assessments.** BCC acknowledges that City is required to pay a monthly, quarterly or annual condominium assessment to the Parking Garage condominium association to provide the funds necessary for the proper operation and management of the Parking Garage. BCC agrees to be responsible for its proportionate share of City's Parking Garage condominium assessment. BCC's proportionate share of all assessments (including all regular and special assessments) will be 26.87%, which percentage has been calculated by dividing the number of spaces allocated to BCC (190) by the total number of the City's spaces in the Parking Garage (707). City will provide BCC with a notice of the amount of its share of the Parking Garage condominium assessment whenever City receives notice from the condominium association of the amount due from City. BCC will remit payment of its share to City within 10 Business Days after receipt of the notice. BCC's share of the Parking Garage condominium assessment shall be Additional Rent due under this Sublease.

13.4. **Parking Access, Ingress and Egress.** The Master Lease and the Parking Lot Easement Agreement grant to City certain easements and rights pertaining to access, ingress and egress in connection with the use of the Premises. City hereby grants to BCC, on a non-exclusive basis, the rights to use the parking areas and driveways of the Property for ingress and egress in connection with the use of the Premises, to the extent that such rights are granted to City by the Master Lease and the Parking Lot Easement Agreement. This section is not intended to give BCC any parking rights other than those expressly set forth in this Sublease.

14. **Indemnification and Limitation of Liability**

14.1. **Indemnification by BCC.** To the extent permitted by law, BCC shall indemnify and defend City against, and hold City and its elected officials, officers, employees and agents harmless from, all claims, damages, costs, demands, liabilities and expenses (including reasonable attorneys' fees) caused by (i) the negligent act or omission or willful misconduct of BCC, or its agents, contractors, employees, licensees or invitees, resulting in injury or damage to any person or property; (ii) the nonperformance or non-observance of any of BCC's obligations under this Sublease, including BCC's obligations regarding the Master Lease, resulting in County seeking indemnity from City, except to the extent BCC's non-performance or non-observance arises out of the acts or omissions of City, County, or their agents, employees or contractors; or (iii) the conduct or management of BCC's business or from any work or thing whatsoever done in or about the Premises by BCC, its agents, contractors, employees, licensees or invitees.

14.2. **Indemnification by City.** To the extent permitted by law, City shall indemnify and defend BCC against, and hold BCC, and its officers, directors, trustees, employees and agents harmless from, all claims, damages, costs, demands, liabilities and expenses (including reasonable attorneys' fees) caused by (i) the negligent act or omission or willful misconduct of City, or its agents, contractors, employees, licensees or invitees, resulting in injury or damage to any person or property; or (ii) the nonperformance or non-observance of

any of City's obligations under this Sublease including specifically the City's obligations set forth in Section 9 hereof, and also including City's obligations regarding the Master Lease, except to the extent City's non-performance or non-observance arises out of the acts or omissions of BCC, County, or their agents, employees or contractors; (iii) the conduct or management of the City's business or from any work or thing whatsoever done in or about the premises by the City, its agents, contractors, employees, licensees, or invitees; or (iv) any action properly taken under this Sublease by BCC which violates or creates a claim or liability under the Master Lease on the part of the City.

14.3. **Limitation of City Liability.** All personal property placed in the Premises will be at the risk of BCC. City will not be liable to BCC for damage to person or property, arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, other leaks or any act or omission of any other person. The foregoing limitation of liability will not relieve City of liability for damage or injury to the extent resulting from City's gross negligence or willful misconduct, or that of its agents, employees, contractors or elected officials. In no event will either City or BCC be liable to the other party or to the other party's agents, contractors, employees, licensees or invitees for consequential damages.

14.4. **No Waiver of Sovereign Immunity.** City is a political subdivision as defined in Chapter 768.28 of the Florida Statutes. Nothing in this Sublease is intended to serve as a waiver of City's sovereign immunity. BCC is a political subdivision as defined in Chapter 768.28 of the Florida Statutes. Nothing in this Sublease is intended to serve as a waiver of BCC's sovereign immunity.

15. **Insurance.**

15.1. **Required Coverages.** At BCC's sole cost and expense, BCC shall maintain at all times during the Term:

15.1.1. **Commercial General Liability Insurance.** Commercial general liability insurance providing coverage against claims of bodily injury, personal injury and property damage arising out of BCC's operations or use of the Premises with limits of liability of not less than \$10,000.00 per occurrence, and excess coverage in the amount of \$200,000.00.

15.1.2. **Property Damage Insurance.** Property damage insurance covering all personal property, as well as any additional office furniture, trade fixtures, office equipment, merchandise or other items belonging to BCC on the Premises, which shall be written on an "all risk" basis, for the full replacement cost.

15.2. **Insurance Policy Requirements.** BCC shall deliver to City certificates of insurance evidencing all policies and renewals thereof to be maintained by BCC pursuant to this Sublease prior to taking possession of the Premises and not later than 30 days prior to the stated expiration date of each policy. The insurance certificates to be procured and maintained by BCC shall contain a provision which requires 30 days written notice to be given to City by the insurance company before any such insurance policy is materially changed, lapses or is canceled.

15.3. Casualty Insurance. Pursuant to the Master Lease the County is required to insure the Building including the Master Lease Premises against loss or damage by the fire, together with extended coverage to the extent of replacement value thereof; provided, however, the County currently acknowledges that it provides windstorm insurance for the Building even though such is not required by the Master Lease. Moreover, the Master Lease requires the City to reimburse the County for the City's Prorata Share of the actual cost of such insurance. The City shall use reasonable efforts to cause the County to name BCC as an additional insured on such policy. If for any reason the County refuses or fails to name BCC as an additional insured, the City hereby assigns to BCC the City's proportionate rights under and proceeds received from the County's insurance policy with respect to the Improvements including the initial Improvements made to the Premises pursuant to the Subleasehold Improvements Funding Agreement. BCC shall pay BCC's Prorata Share of the actual cost of such insurance.

16. Release and Mutual Waiver of Subrogation. City and BCC hereby release each other, and the other's agents, employees, officers, directors, trustees and elected officials' as the case may be, from any and all liability or responsibility (to the other or to anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary insurance contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. This release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasing party's insurance policies contain a clause or endorsement to the effect that any such release shall not adversely affect, impair or prejudice the right of the releasing party to recover under the releasing party's insurance policies. City and BCC each agree that their respective insurance policies will include such a clause or endorsement so long as the same is obtainable without regard to the cost of such clause. If such clause or endorsement cannot be obtained by City or BCC, the party unable to obtain the clause or endorsement shall so advise the other in writing, and such notice shall release all parties from the obligation to obtain such a clause or endorsement. For purposes of this Section, City's insurance policy shall be deemed to be the fire and extended coverage insurance the County is required to maintain under the Master Lease. City shall use best efforts to cause County to include a waiver of subrogation clause in the County's insurance policy for the Building.

17. Assignment and Sub-sublease.

17.1. Assignment by BCC. BCC shall not assign, pledge or encumber this Sublease, or sub-sublet the Premises, or any part thereof, without the prior written consent of City, which consent shall not be unreasonably withheld or delayed. This does not include the occasional rental of space to another party for short periods of time. If this Sublease is assigned, or if the Premises or any part thereof shall be sub-sublet or occupied by an occupant other than BCC, without the prior written consent of City, City may, after default by BCC, subject to any notice and cure provisions provided in this Sublease, collect Total Rent from the assignee, sub-subtenant or occupant, and apply the net amount collected to the Total Rent reserved herein. No such collection of the Total Rent shall be deemed a waiver of BCC's covenant not to transfer or encumber BCC's interest in the Premises without City's prior written consent, or the acceptance of such assignee, sub-subtenant or occupant as a replacement for BCC, or a release of BCC from further observance and performance of all of the covenants and obligations of BCC

described in this Sublease.

17.2. **Conditions of Assignment.** No assignment or sub-sublease approved by City under the provisions of this Sublease shall be effective unless and until the assignee or sub-subtenant expressly assumes all of BCC's obligations under this Sublease to the same extent as if such assignee or sub-subtenant were the original subtenant named in this Sublease. Such assumption shall be in writing and in a form and substance reasonably acceptable to City and its legal counsel. No transfer shall be effective unless an executed copy of the assignment or sub-sublease and the assumption thereof is furnished to City within 30 days after the date of execution thereof. In addition to the foregoing, if City approves any proposed sub-subtenant, City's consent to any proposed sub-sublease shall be further conditioned upon the requirement that the sub-sublease expressly provides (i) that the sub-sublease is, without condition, subject to all of the limitations, terms and conditions of this Sublease, and (ii) that the sub-subtenant's rights shall not survive the earlier termination of either this Sublease or the Master Lease, whether such early termination was effected by voluntary cancellation by the parties thereto or otherwise. If consent is once given by City to an assignment, pledge or encumbrance of this Sublease or to the sub-sublease of the Premises, City shall not be barred from subsequently refusing to consent to any further assignment, pledge, encumbrance or a different sub-sublease. The consent by City to any sub-sublease, assignment, mortgage or encumbrance by BCC shall not relieve or release BCC from any of its past, present or future duties or liabilities under this Sublease unless otherwise agreed to by the parties at such time.

17.3. **Assignment by Miramar.** City agrees to notify BCC and provide BCC reasonable time to comment on any amendment, modification or new agreement with respect to the Miramar Town Center that is considered by the City which may reasonably affect BCC in its operation in and around the subject "Educational Facility". BCC's comments or participation will not amend or mitigate the City's responsibility and liabilities to BCC pursuant to this agreement unless specifically waived or amended by written agreement and approval by BCC.

17.4. **Permitted Assignments.** BCC may assign its interest in this Sublease without City's prior written consent to an entity with which BCC merges or consolidates, or to the State of Florida if BCC transfers all or substantially all of its assets to the State. BCC shall provide City with prior written notice of such assignment, but shall not be required to obtain City's prior written consent to such assignment.

17.5. **Assignment by City.** City shall be free to assign its interest in this Sublease to another Governmental Authority and shall furnish written notice of the assignment to BCC. The City may not assign its interest in this Sublease to a non-governmental authority without the prior written consent of BCC, such consent not to be unreasonably withheld.

18. BCC Default.

18.1. **Events of Default.** Each of the following occurrences shall constitute an "Event of Default" under this Sublease:

18.1.1. **Failure to Pay.** Failure by BCC to pay any portion of the Total Rent upon the day when the same becomes due and payable, and such failure continues

for 90 Business Days after BCC receives written notice of the failure from City, unless disputed by BCC in good faith and BCC pays the undisputed portion, if any.

18.1.2. **Failure to Perform.** Failure by BCC to perform any of the terms, conditions or covenants of this Sublease to be performed by BCC, other than the payment of Rent, and such failure continues for a period of 30 Business Days after BCC receives written notice of the failure from City; provided, however, that if the nature of the failure to perform is such that more than 30 Business Days is reasonably required to cure the failure, BCC shall have an additional period of time to cure the failure, but in no event more than 90 Business Days in total, so long as BCC commences to cure within the initial 30 Business Day period and thereafter diligently prosecutes such cure to completion.

18.2. **City's Remedies.** Upon the occurrence of an Event of Default which remains uncured after applicable notice and opportunity to cure, City may avail itself of all remedies allowed at law or in equity, including, but not limited to the following:

18.2.1. **City's Right to Perform.** If BCC fails to timely perform any of its duties under this Sublease and such failure to perform continues after applicable notice and opportunity to cure, City shall have the right (but not the obligation) to perform such duty on behalf of and at the expense of BCC, without further notice to BCC. All sums incurred by City in performing such duty shall be considered Additional Rent under this Sublease and shall be due and payable upon demand by City.

18.2.2. **Re-let of Premises.** If BCC abandons the Premises (not as a result of a fire or other casualty or force majeure event, or the acts or omissions of City, County, or their agents, employees or contractors), City shall use all reasonable efforts to re-let the Premises, or portions thereof, for BCC's account, on such terms and conditions and for such rent as City may elect. If City re-lets the Premises, City will apply the net rentals or avails of such re-letting, as follows:

(i) First, to the payment of City's expenses for making such repairs and improvements to the Premises as may be necessary in order to enable City to re-let the Premises at market rates unless such re-letting is to a governmental agency;

(ii) Second, to the payment of any brokerage commissions or other necessary expenses of City in connection with such re-letting; and

(iii) The balance, if any, shall be applied by City from time to time, but in any event no less than once a month, on account of the payments due or payable by BCC under this Sublease, if any, with the right reserved to City to bring such actions and proceedings for the recovery of any deficits remaining unpaid as City may deem advisable from time to time, without being obligated to await the end of the Term for a final determination of BCC's account. The commencement or maintenance of any one or more actions shall not bar City from bringing other or subsequent actions for further accruals pursuant to the provisions of this paragraph. City will refund to BCC any Additional Rent received from re-letting the Premises over and above its actual expenses or any Additional Rent due.

18.3. **Remedies Cumulative.** The rights and remedies given to City in this

Sublease are cumulative, and the exercise of one right or remedy shall not be deemed to be an election of remedies. The rights and remedies granted to City in this Sublease shall be deemed to be in addition to any other rights granted to City by law. The failure by City at any time to exercise any right or remedy given to it by this Sublease or by law shall not be deemed to operate as a waiver by City of its right to exercise such right or remedy at any other or future time.

19. City or County Default.

19.1. **City/County Events of Default.** The following occurrence shall constitute a "City/County Event of Default" under this Sublease:

19.1.1. **Failure to Perform.** Failure by City or County to perform any of the terms, conditions or covenants of this Sublease or the Master Lease, as the case may be, and such failure continues for a period of 30 days after City receives written notice of the failure from BCC. The parties acknowledge that City will receive written notice on behalf of County and shall immediately furnish the written notice to County. If the nature of the failure to perform is such that more than 30 days is reasonably required to cure such failure, City shall have an additional period of time to cure the failure, but in no event more than 90 days in total, so long as City commences to cure within the initial 30 day period and thereafter diligently prosecutes such cure to completion.

19.2. **BCC's Remedies.** Upon the occurrence of a City/County Event of Default which remains uncured after applicable notice and opportunity to cure, BCC may avail itself of all remedies allowed at law or in equity, including, but not limited to the following:

19.2.1. **Self Help.** If City or County fails to timely perform any of their duties under the Master Lease or this Sublease, and such failure to perform continues after applicable notice and opportunity to cure, BCC shall have the right (but not the obligation) to perform such duty on behalf of and at the expense of City or County, as the case may be, without further notice to City. All sums incurred by BCC in performing such duty shall be reimbursed to BCC by City or County, as applicable.

19.2.2. **Emergency Situations.** If City or County fails to perform any of their obligations under this Sublease or the Master Lease, and such failure causes an emergency in the Premises in which there is an imminent threat to the safety, health or welfare of the occupants or to property contained therein, BCC may correct such failure without prior notice to City or County, and the cost of such correction shall be reimbursed to BCC by City or County, as applicable.

19.2.3. To the extent BCC is stopped, prevented or otherwise significantly impaired from conducting its operation in the Premises for any cause that is not directly attributable to the actions and/or omissions of BCC, BCC will have the option to void all or a portion of the remaining Initial Term and receive the Termination Payment, which shall be paid by the City to BCC on terms as mutually agreed to by the parties which shall include a payment schedule.

20. Improvements.

20.1. **City Consent Required.** After the Commencement Date, BCC shall not make any Improvements to Premises, the exterior of the Premises and/or Building, and/or to any common or shared space for which a building permit is required without first procuring the prior written consent of City and, if applicable under the Master Lease, the prior written consent of County, to such Improvements. BCC shall request such consent not less than 30 days prior to the commencement of construction of the Improvements. Consent shall not be unreasonably withheld or delayed by City. City's consent may only be withheld with respect to any Improvements which may negatively (i) affect the structural elements of the Premises or the Building or (ii) affect the electrical, plumbing or other mechanical systems of the Premises or the Building; or (iii) result in the voiding of any warranty or the cancellation of any insurance policy. BCC shall be responsible for all costs and expenses arising out of or in connection with the voiding of any warranties to the extent caused by the Improvements.

20.2. **Disposition of Improvements at End of Term.** Upon expiration or termination of the Term of this Sublease, BCC shall, at BCC's option, either (i) leave the Improvements in the Premises, in which event such Improvements shall become the property of City; or (ii) remove any Improvements constructed upon the Premises by or for BCC, repair any damage caused by such removal, and return the Premises to the same condition existing on the Commencement Date, ordinary wear and tear, and fire or other casualty excepted.

20.3. **Initial Improvements.** The provisions of this Section shall not apply to the Improvements to be made to the Premises prior to the Substantial Completion Date.

21. **Inspection.** City and City's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours, after reasonable advance written or telephone notice, or in the event of an emergency at any time without advance notice, to inspect the Premises, or to show the Premises to prospective subtenants. With respect to any such inspection, City shall use all reasonable efforts not to interfere with BCC's business operations on the Premises.

22. Signage.

22.1. **Wall Sign.** As part of the Building signage to be provided by the County, BCC will have one wall sign ("Wall Sign"), which sign will be consistent with the other Building signage to be installed by County. The Wall Sign shall be as set forth on **Exhibit "D"** to this Sublease. County shall install the Wall Sign at BCC's cost in accordance with all applicable Governmental Requirements.

22.2. **Monument or Pylon Sign.** BCC shall have the right to identification on any monument or pylon sign erected on the Building site by City or County.

22.3. **Maintenance of Signage.** Under the Master Lease, County is required to maintain the Wall Sign and any monument or pylon sign in good condition and repair throughout the Term.

23. **Condemnation.** If the whole or any part of the Building or the Premises, or all or

a portion of the Parking Garage, is taken, either permanently or temporarily, by any lawful authority under the power of eminent domain, or sold to prevent a taking, and if BCC, in its reasonable discretion, believes that such taking would materially and adversely affect BCC's use of the Premises, then at BCC's option, to be exercised in writing to City within 30 days after BCC receives written notice from City concerning the condemnation and its extent, this Sublease shall terminate as of the date of title vesting pursuant to such proceeding and BCC shall be entitled to receive that portion of the condemnation award attributable to its interest in this Sublease and/or the Premises as set forth in the final order. Additionally, BCC may seek any award it is entitled to under law.

24. **Holding Over.** BCC shall have no right to occupy the Premises or any portion thereof after the expiration or termination of this Sublease. In the event BCC or any party claiming by, through or under BCC holds over, City may exercise any and all remedies available to it at law or in equity to recover possession of the Premises and for damages. For each month or partial month that BCC or any party claiming by, through or under BCC remains in occupancy of all or any portion of the Premises after the expiration or termination of the Sublease, BCC shall pay rent equal to one and one-half (1½) times the fair market rent at the time. No holding over by BCC after the expiration or termination of this Sublease shall be construed to extend the Term of this Sublease. If as a direct result of BCC's holding over in the Premises after the expiration or termination of this Sublease, City suffers damages or incurs additional obligations to any third party, BCC covenants and agrees to indemnify and hold City harmless to the extent of such damages or additional obligations, including, without limitation, City's attorneys' fees.

25. **Attorneys' Fees.** In the event legal action is brought by either party against the other, the prevailing party shall be entitled to recover, as part of its damages, reasonable attorneys' fees, paralegals' fees and costs incurred in bringing and maintaining any such action, including those incurred out of court, in arbitration or mediation, at trial, on rehearing, or on appeal, or in the collection of judgments as well as those incurred in enforcing this attorney's fees provision.

26. **Brokerage Commissions.** City and BCC represent and warrant to each other that no services have been performed for either party in connection with this Sublease by any broker, finder or salesperson. Each party hereto shall indemnify and forever hold the other party harmless from and against any claim, loss, damage, cost and expense (including, without limitation, court costs and reasonable attorneys' fees) which the other party may suffer or incur as a result of a breach of the foregoing representation or warranty by such party.

27. **Notices.** All notices required under this Sublease shall be in writing and shall be delivered (i) personally with a receipt obtained, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by nationally recognized overnight courier service, addressed to the parties as follows:

If to City:

City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

Attn: City Manager

With a copy to:

Weiss Serota Helfman
Pastoriza Cole & Boniske, PA.
200 E. Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Attn: Jamie A. Cole, Esq., City Attorney

If to BCC:

Broward Community College
111 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: President

With a copy to:

Broward Community College
111 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: College Attorney

With a copy to:

Broward Community College
7200 Pines Boulevard
Pembroke Pines, Florida 33024
Attn: Provost/ South Campus

Any notice given as set forth in this Section be deemed given when received, or if unclaimed or delivery is refused, on the date delivery was first attempted.

28. Damage or Destruction. If the Building is rendered unusable by the elements or any other cause, or if the Building is destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, County is required by the Master Lease to diligently proceed to rebuild the Building and the Premises as initially constructed using insurance proceeds, unless County and City mutually agree not to rebuild and to terminate the Master Lease. If City and County agree not to rebuild, City will promptly notify BCC of the decision not to rebuild, the Master Lease and this Sublease shall terminate, and neither City nor BCC shall have any further liability hereunder, except that BCC shall be entitled to the greater of (a) its portion of the insurance proceeds attributable to the Premises or (b) the Termination Payment.

28.1. Rebuilding of Premises. If City and County do not repair or rebuild the Building and the Premises to their original condition within 12 months after any damage or destruction, time being of the essence and irrespective of any force majeure event, then BCC may terminate this Sublease by written notice to City, and receive the greater of (a) its portion of the insurance proceeds attributable to the Premises or (b) the Termination Payment. BCC's notice shall be effective if the repairs or rebuilding is not substantially completed on the date City receives such notice.

29. **Environmental Contamination.** City represents and warrants to BCC that as of the date of execution of this Sublease, neither City, nor to City's actual knowledge, any third party has used, produced, manufactured, stored, disposed of or discharged any hazardous waste or toxic substances in, under or about the Premises during the time in which City has leased the Premises from County.

30. **Binding Effect.** This Sublease shall be binding upon and inure to the benefit of City and City's successors and permitted assigns. This Sublease shall be binding upon and inure to the benefit of BCC and its successors and permitted assigns.

31. **Entire Agreement.** This Sublease and the Exhibits attached to this Sublease set forth all of the covenants, promises, assurances, agreements, conditions, statements and understandings between City and BCC concerning the Premises and the Building, and there are no representations or warranties, either oral or written, between or among them other than those expressly stated in this Sublease. This Sublease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to sublease, sublease proposals and information conveyed, whether oral or in writing, between the parties or their respective representatives or any other person purporting to represent City or BCC. No subsequent alteration, amendment, change or addition to this Sublease shall be binding upon City or BCC unless in writing signed by both parties.

32. **Amendment to Master Lease or Parking Easement Agreement.** City shall not enter into an amendment of either the Master Lease or the Parking Easement Agreement without first obtaining BCC's prior written consent if such amendment will either (i) decrease County's obligations, increase City's obligations, or decrease City's rights under the Master Lease or the Parking Easement Agreement; (ii) increase BCC's obligations or decrease BCC's rights under this Sublease; or (iii) render null and void or limit in any manner the operation of the provisions of this Sublease.

33. **No Waiver.** The receipt by City of any Additional Rent with knowledge of the breach of any covenant of this Sublease by BCC shall not be deemed a waiver of such breach or any subsequent breach of this Sublease by BCC. No provision of this Sublease shall be deemed to have been waived by either party unless such waiver is in writing signed by the waiving party.

34. **Time of the Essence.** Time is of the essence in the performance of all obligations under this Sublease.

35. **Severability; Governing Law; Venue.** If any portion of this Sublease is found to be unenforceable, the parties agree that if the deletion of the unenforceable provision(s) does not affect the overall intent of the Sublease or materially impair the benefits negotiated by each party, the remainder of the Sublease shall remain in full force and effect. This Sublease shall be governed by the laws of the State of Florida, and in case of any dispute arising hereunder the parties agree that the laws of the State of Florida shall apply. Venue for any litigation arising out of this Sublease shall lie in Broward County, Florida.

36. **Radon.** Radon is a naturally occurring radioactive gas, that when it has accumulated in a building in sufficient quantities, presents 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 public health unit.

37. **Estoppel Certificates.** BCC covenants and agrees that it will, from time to time, upon request by City, execute and deliver to such persons as City may request, a statement in recordable form certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Sublease have been paid, stating that City is not in default hereunder (or if BCC alleges a default, stating the nature of such alleged default), and further stating such other matters as City reasonably shall require. Upon BCC's request, City shall provide to BCC a comparable estoppel certificate.

38. **Subordination of Sublease.** BCC agrees that any mortgagee of the Premises shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Sublease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion.

38.1. **No Current Mortgage.** City represents and warrants to BCC that there is no mortgage or other lien presently encumbering the Building, the Premises or the Property. City agrees to notify BCC in writing if City is asked to approve any mortgage of the Building by County.

39. **Quiet Enjoyment.** Subject to the terms, covenants and conditions of this Sublease, City agrees that, upon payment of the Rent as herein specified and the performance of all terms, covenants and conditions to be performed by BCC, neither City nor any party claiming by, through, or under City shall disturb BCC's peaceful and quiet enjoyment of the Premises during the Term of this Sublease.

40. **City's Police and Regulatory Powers.** City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Property, the Building or the Premises, any improvements thereon, or any operations therein. Nothing in this Sublease shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract. The City recognizes that BCC is specifically governed by the state requirements for educational facilities FBC Section 423, and where any regulation statute or code conflicts with this requirement, the State requirement will prevail. Nothing in this Sublease is intended to nor shall be construed as a waiver by BCC of these requirements or an acceptance to comply with any other standard. City acknowledges that nothing in this Sublease constitutes a violation by BCC of any Governmental Requirement imposed by City.

41. **Public Entity Crimes Act.** BCC represents that the execution of this Sublease will not violate the Public Entity Crimes Act (Section 287.133 of the Florida Statutes), which

essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to City and may not submit bids on leases of real property to City for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Sublease. BCC represents that there has been no determination that it has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether BCC has been placed on the convicted vendor list.

42. **Approvals and Consents.** Unless otherwise expressly provided in this Sublease, all approvals and consents required to be given by BCC and City shall not be unreasonably withheld, delayed or conditioned.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, City and BCC have caused this Sublease to be duly executed as of the day and year first above written.

WITNESSES:

Denise Gibbs
Print Name: Denise Gibbs

Maria Rose Frederika DeJean
Print Name: MARIA ROSE FREDERIKA DEJEAN

CITY OF MIRAMAR,
a Florida municipal corporation

By: *Robert A. Payton*
Robert A. Payton
City Manager

ATTEST:

15th day of August, 2008

By: *Yvette M. McLeary*
Yvette M. McLeary
City Clerk

Approved as to form and legal
sufficiency for the use of and reliance
by the City of Miramar only

By: *Jamie A. Cole*
Jamie A. Cole, City Attorney

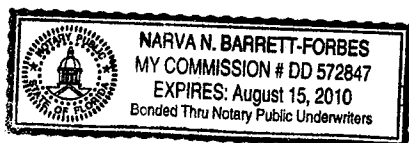
STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 15th day of August, 2008 by Robert A. Payton, as City Manager of the City of Miramar, a Florida municipal corporation, on behalf of the corporation. He is/ is not personally known to me and has produced _____ as identification.

Commission Expires: 8/15/2010

Narva N. Barrett-Forbes
Notary Public, State of Florida
NARVA N. BARRETT-FORBES
Print Name of Notary



WITNESSES:

BROWARD COMMUNITY COLLEGE

Susan Stember
Print Name: SUSAN STEMBER

Nancy Calderon
Print Name: Nancy Calderon

By: [Signature]
Print Name: J. DAVID ARMSTRONG JR
Title: PRESIDENT

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of August, 2008, by J. DAVID ARMSTRONG JR as PRESIDENT of Broward Community College, a political subdivision of the state of Florida. He is is not personally known to me and has produced _____ as identification.

Commission Expires:

Susan Stember
Notary Public, State of Florida
SUSAN STEMBER
Print Name of Notary

NOTARY PUBLIC-STATE OF FLORIDA
 Susan Stember
Commission # DD425455
Expires: JUNE 20, 2009
Bonded Thru Atlantic Bonding Co., Inc.

LIST OF EXHIBITS

Exhibit "A" - Sketch of the Premises

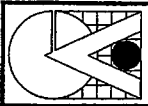
Exhibit "B" - Legal Description of the Property

Exhibit "C" - Master Lease

Exhibit "D" - Wall Sign Design

Exhibit "A"

Sketch of the Premises



CARTAYA &
ASSOCIATES
ARCHITECTS P.A.

10000 N. W. 10th Ave.
Suite 100
Miami, Florida 33150
Tel: 305-551-7777
Fax: 305-551-7778

AA 000000
10/1/00

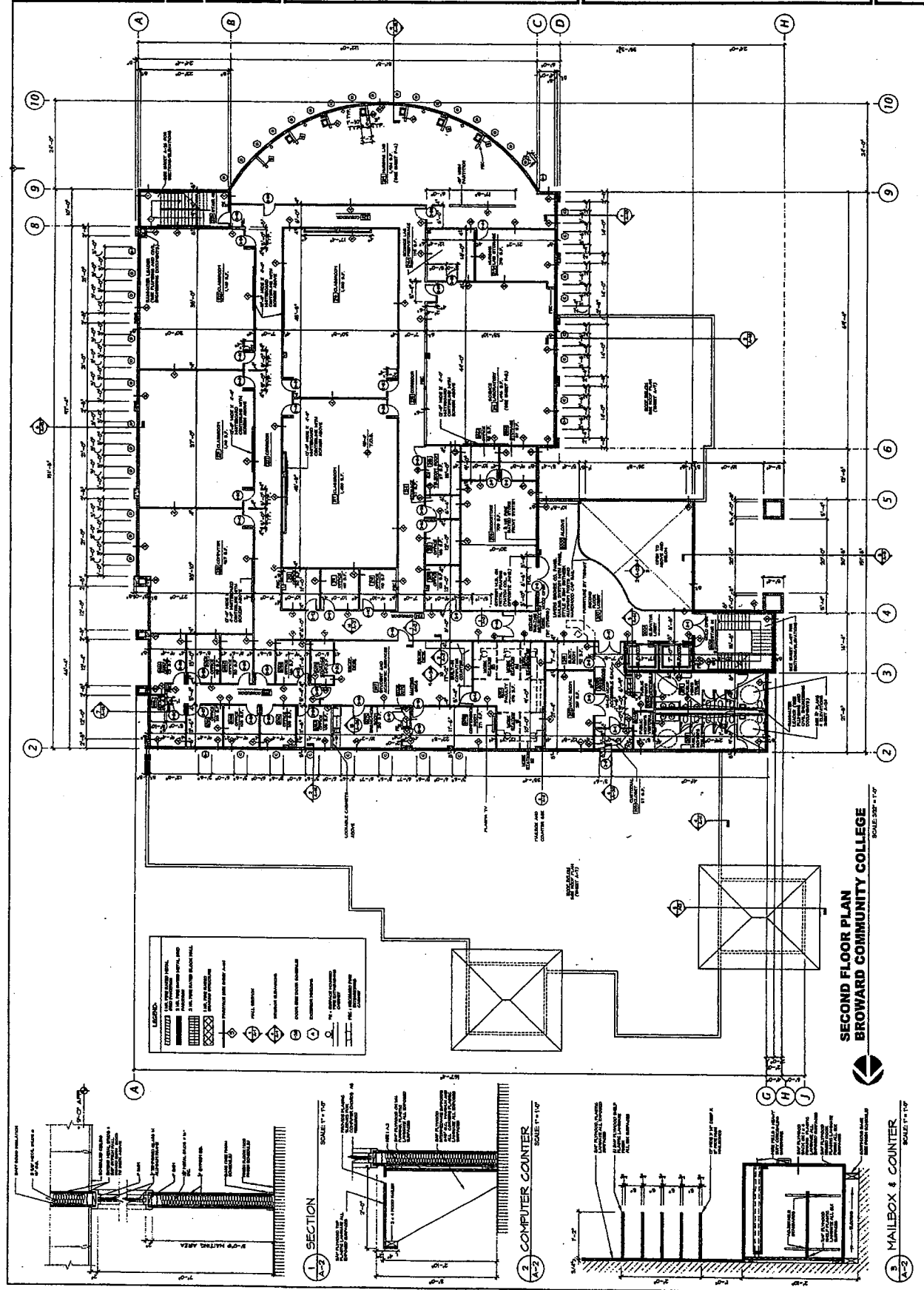
MIRAMAR BRANCH LIBRARY
MIRAMAR TOWN CENTER
MIRAMAR, FLORIDA

DATE: NOVEMBER 16, 2005
DRAWN BY: JG/ML/CO/PJ/KS
CHECKED BY: MD

0026

2nd FLOOR PLAN - BROWARD COMMUNITY COLLEGE
COLLEGE

A-2
1 of 2



SECOND FLOOR PLAN
BROWARD COMMUNITY COLLEGE
SCALE 1/4" = 1'-0"

1 SECTION
SCALE 1/4" = 1'-0"

2 COMPUTER CENTER
SCALE 1/4" = 1'-0"

3 MAILBOX & COUNTER
SCALE 1/4" = 1'-0"

Exhibit "B"

Legal Description of the Property

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE ASSUMED WITH A REFERENCE BEARING OF NORTH 89°44'49" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY AS SUCH.

LEGAL DESCRIPTION:

PORTIONS OF TRACTS 57 THROUGH 60 INCLUSIVE IN SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (S.E. 1/4), NORTH 89°44'49" EAST (ASSUMED BEARING), 333.68 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF RED ROAD EXTENSION (STATE ROAD 955) AS SHOWN IN OFFICIAL RECORDS BOOKS 13837, PAGE 455, 24709, PAGE 210 AND 24709, PAGE 215 ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 65°11'09" WEST, 217.26 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MIRAMAR BOULEVARD AS SHOWN IN OFFICIAL RECORDS BOOK 24709, PAGE 210 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) DESCRIBED COURSES: (1) NORTH 20°11'09" WEST, 49.50 FEET; (2) NORTH 24°48'51" EAST, 265.00 FEET TO A POINT OF CURVATURE OF A 1377.72 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'04" AND AN ARC LENGTH OF 148.30 FEET TO THE POINT OF BEGINNING; (4) CONTINUING NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°29'33" AND AN ARC LENGTH OF 853.45 FEET; THENCE SOUTH 20°11'09" EAST, 381.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 89.46 FEET (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 38°08'50" WEST); THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°04'40" AND AN ARC LENGTH OF 79.75 FEET; THENCE SOUTH 85°14'21" WEST, 6.46 FEET; THENCE NORTH 55°26'19" WEST, 14.89 FEET; THENCE NORTH 65°17'40" WEST, 60.74 FEET; THENCE SOUTH 85°52'06" WEST, 10.67 FEET; THENCE SOUTH 68°28'18" WEST, 9.86 FEET; THENCE SOUTH 42°36'17" WEST, 13.39 FEET; THENCE NORTH 85°17'07" WEST, 14.01 FEET; THENCE NORTH 38°24'12" WEST, 56.52 FEET; THENCE NORTH 65°12'35" WEST, 43.53 FEET; THENCE SOUTH 73°38'36" WEST, 55.86 FEET; THENCE SOUTH 32°37'06" WEST, 37.60 FEET; THENCE SOUTH 05°56'52" WEST, 40.31 FEET; THENCE SOUTH 50°06'39" WEST, 24.27 FEET; THENCE NORTH 86°43'26" WEST, 36.51 FEET; THENCE SOUTH 74°25'29" WEST, 40.82 FEET; THENCE SOUTH 48°46'06" WEST, 52.66 FEET; THENCE SOUTH 20°19'12" WEST, 59.68 FEET; THENCE SOUTH 41°04'06" WEST, 28.46 FEET; THENCE SOUTH 77°46'50" WEST, 19.76 FEET; THENCE NORTH 57°41'34" WEST, 18.66 FEET; THENCE NORTH 18°12'26" WEST, 24.73 FEET; THENCE NORTH 16°40'06" EAST, 46.01 FEET; THENCE NORTH 18°19'40" WEST, 42.14 FEET; THENCE NORTH 54°56'49" WEST, 43.74 FEET; THENCE SOUTH 89°41'49" WEST, 60.84 FEET; THENCE SOUTH 65°19'17" WEST, 52.13 FEET; THENCE SOUTH 45°56'29" WEST, 40.41 FEET; THENCE SOUTH 34°15'32" WEST, 42.26 FEET; THENCE SOUTH 27°02'54" WEST, 29.99 FEET; THENCE SOUTH 20°46'33" WEST, 31.71 FEET; THENCE NORTH 54°27'18" WEST, 27.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 174,039 SQUARE FEET (4.00 ACRES) MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON NOVEMBER 26, 2002. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

BY: ROBERT K. KRISAK, P.S.M.
FLORIDA REGISTRATION NO. 4641

LIBRARY PARCEL

Z:\PROJECTS\16982\00\SURVEY\6982USD3B.DWG

SKETCH AND DESCRIPTION

PORTION OF SECTION 24-51-40
EVERGLADES SUGAR & LAND Co.
SUBDIVISION, P.B. 2, PG. 39,
MIAMI-DADE COUNTY RECORDS
CITY OF MIRAMAR
BROWARD COUNTY, FLORIDA

DATE 11/26/02 DATE REVISIONS

SCALE AS SHOWN

FIELD BK. N/A

OWNG. BY THG

CHECK BY RKK

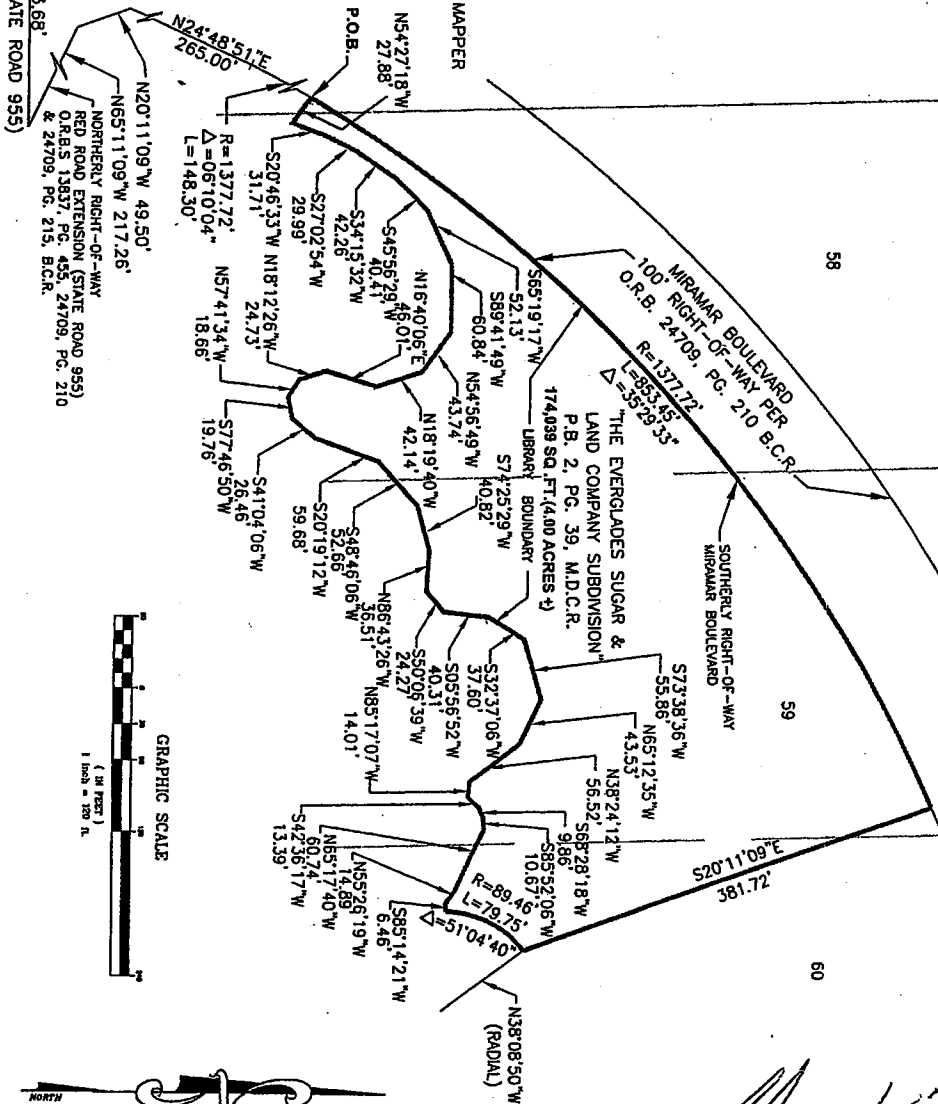


KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS
LB 1337

6500 N. ANDREWS AVE., FT. LAUDERDALE, FL. 33309-2132 (954)776-1816

SHEET NO. 1 OF 2 SHEETS
DRAWING NO. 16982 L-

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
P.G.	PAGE
M.D.C.R.	MIAMI-DADE COUNTY RECORDS
B.C.R.	BROWARD COUNTY RECORDS
LB	LICENSED BUSINESS RECORDS
L	ARC LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
O.R.B.	OFFICIAL RECORD BOOK
SQ.FT.	SQUARE FEET



GRAPHIC SCALE

(1/4 IN FEET)
1 inch = 120 ft.



Z:\PROJECTS\16982\00\SURVEY\6982USD3.DWG

PORTION OF SECTION 24-51-40
EVERGLADES SUGAR & LAND CO.
SUBDIVISION, PB. 2, PG. 39
MIAMI-DADE COUNTY RECORDS
CITY OF MIRAMAR
MIAMI-DADE COUNTY, FLORIDA

DATE 11/25/02
SCALE AS SHOWN
FIELD BK. N/A
DWNG. BY JMS
CHECK BY RKK

DATE	REVISIONS



KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS
LB 1337

6500 N. ANDREWS AVE. FT. LAUDERDALE, FL. 33309-2132 (954)776-1818

SHEET NO. 2 OF 2 SHEETS
DRAWING NO. 16982L-

Exhibit "C"

Master Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 2 day of May, 2007, by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, having an address at Broward County, Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as the "LANDLORD"), and the CITY OF MIRAMAR, a municipal corporation organized and existing under the laws of the State of Florida having an address at 2300 Civic Center Place, Miramar, Florida 33023 (hereinafter referred to as the "TENANT").

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is hereby mutually agreed by and between the parties as follows:

1. DESCRIPTION, TERM AND RENT:

- 1.1 LANDLORD hereby leases unto TENANT approximately forty two thousand (42,000) square feet of space consisting of the second and third floors and the shared entrance, and lobby, and the elevator area on the first floor of approximately one thousand six hundred (1,600) square feet for use by the TENANT to access the second and third floors (the "Premises") of that certain library to be constructed by LANDLORD within the Miramar Town Center situated in the City of Miramar, County of Broward, State of Florida, on the real property more particularly described on Exhibit "A" attached hereto (the "Library"). Following completion of the Library, the parties shall attach to this Lease as Exhibit "C" the as-built floor plans for the Premises which shall contain calculations of the square footage of the Premises and the community library facility and its shared entrance on the first floor. Such calculations shall be used as the basis for all, prorata payments to be made by the parties hereunder. The square footages and calculations shown on the "as-built" plans shall be deemed conclusive and binding on the parties and are not subject to challenge. In the event that the square footage of the Premises and/or the Library are altered during the term of this Lease, amended "as-built" plans and specifications will be provided by the party causing such alterations along with amended calculations, which will then be utilized by the parties for the purposes hereof. The term of this Lease is ninety nine (99) years commencing upon the issuance of a certificate of occupancy or use, as applicable, for the Library, and terminating ninety nine (99) years thereafter, plus any renewals exercised per this Lease, for the total rental

of One Dollar (\$1.00), the receipt and sufficiency of which LANDLORD acknowledges.

- 1.2. LANDLORD hereby grants TENANT and its licensees, agents, independent contractors, successors and assigns the following rights appurtenant to the lease of the Premises:

1.2.1 The right to use the common areas of the Library, including, but not limited to, shared entrance and lobby, stairwells, lobbies, elevators, access and emergency systems (including emergency exits and fire suppression systems) in common with other users of the Library for access to and egress from the Premises and the parking areas.

1.2.2 The right to use and operate building systems and equipment of the Library including, but not limited to, plumbing, electric, HVAC, elevator, access and emergency systems (including emergency exits and fire suppression systems) sewer, stormwater drainage, water, fuel, gas, telecommunications, telephone, cable and computer (collectively, the "Building Systems") as reasonably required for the normal use of the Premises, which shall be in locations as the parties determine pursuant to the Interlocal Agreement (as defined in Section 2 below).

1.2.3 The right to use the parking areas and driveways for ingress, egress, and parking in connection with the use of the Premises. The parties acknowledge that these parking rights are in addition to the easement rights granted by LANDLORD to TENANT pursuant to that certain Parking Lot Easement Agreement between the parties of even date herewith.

2. DEVELOPMENT AND OPERATION:

This Lease is entered into pursuant to an Interlocal Agreement between LANDLORD and TENANT for Development of a Public Library of even date herewith (the "Interlocal Agreement"), providing for the construction by the LANDLORD of the Library. LANDLORD shall develop and operate the Library during the term of this Lease in accordance with the Interlocal Agreement. Except for TENANT's furnishings, fixtures, and equipment, the Library and all additions, modifications and alterations thereto shall be the property of the LANDLORD during the term of this Lease.

3. USE OF PREMISES:

TENANT may use and occupy the Premises for educational purposes and government administrative offices as well as any other uses mutually agreed

upon by the LANDLORD and TENANT; provided, however, the parties agree that the following uses for the Premises are hereby prohibited: charter schools, elementary schools, middle schools, and high schools. LANDLORD shall have the right, but not the obligation, to assist TENANT in securing a higher education subtenant for the Premises. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises.

4. UTILITIES AND OTHER SERVICES:

All utilities, services and expenses for the Premises shall be paid by TENANT. Without limiting the foregoing, LANDLORD and TENANT acknowledge and agree that, to the extent practicable, separate meters shall be installed for utilities serving the Premises. Where separate meters have been installed, TENANT shall pay the cost of such utilities directly to the service provider. In the event that separate meters are not installed, or such utilities, services or expenses can only be provided on a building-wide basis, commencing upon the issuance of a certificate of occupancy or use, as applicable, for the Library, TENANT shall reimburse LANDLORD for TENANT's prorata share of such building-wide expenses as set forth in Section 1.1 above. In furtherance of the foregoing, the parties acknowledge and agree that the Premises will initially be constructed to a shell finish and TENANT shall not have any obligation for building-wide expenses until such time as, and only to the extent that, the Premises are finished and occupied by TENANT.

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this Lease, TENANT may upon the approval of LANDLORD, such approval not to be unreasonably withheld delayed or conditioned, at its own expense, make such changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. All alterations and improvements made or caused to be made by TENANT which are permanently affixed to the land shall be the property of TENANT until such time as this Lease is terminated at which time such alterations and improvements shall become the property of the LANDLORD. TENANT shall execute and deliver to LANDLORD a bill of sale or other appropriate documentation at such time to evidence LANDLORD's ownership interest in the alterations and improvements.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this Lease which shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days'

prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this section.

7. ASSIGNMENT OR SUBLETTING:

TENANT may assign or sublet all or portions of the Premises for the remainder of the term or portions thereof with the approval of LANDLORD, which approval LANDLORD shall not unreasonably delay or withhold. Provided that the Premises continue to be used for the permitted uses herein, LANDLORD herein grants its consent for such subletting or assignment without the necessity of further action for permitted uses as defined in Section 3 above. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease; however, should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease in the event the Sublessee defaults.

8. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns.

9. RECOVERY OF POSSESSION ON DEFAULT:

In the event that the Premises are not used principally for the purposes permitted herein LANDLORD may give TENANT notice thereof, by certified U.S. mail, and if TENANT shall fail to remedy such default within ninety (90) days after receipt of such notice, or if such default is of a nature that it cannot be cured within ninety (90) days, if TENANT shall not have taken action to commence to cure such default and be diligently pursuing the same, LANDLORD shall have the right to institute proceedings for the recovery of possession of the Premises.

10. DAMAGE TO PREMISES:

TENANT agrees that all property placed on the Premises shall be at the risk of TENANT, and that TENANT shall be solely responsible for the repair, maintenance, and operation of the interior portion of the Premises during the term of this Lease, subject to LANDLORD's and TENANT's obligations in Section 12 below.

11. FIRE OR OTHER CASUALTY:

If the Premises are rendered untenable by the elements or any other cause, or if the Premises are destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, LANDLORD shall proceed to diligently proceed to rebuild the Library and the Premises (as initially constructed to a shell finish) using insurance proceeds, unless the parties mutually agree not to rebuild and to terminate this Lease. In the event that the parties agree not to rebuild, this Lease shall cease and come to an end, and TENANT shall have no further liability hereunder. In such a case, TENANT shall be entitled to the portion of the insurance proceeds attributable to the Premises.

12. REPAIRS:

LANDLORD covenants to keep Library (except for the interior finish of the Premises and TENANT's furnishings, fixtures and equipment), at its cost and expense except as set forth below, in good order, condition and repair during the term of the Lease. Without limiting the foregoing, LANDLORD shall maintain, repair and replace as necessary the structural components of the Library including, but not limited to the roof, walls, foundation, and Building Systems, and the exterior grounds serving the Library. Exterior maintenance, including without limitation, the landscaping, cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance of parking areas, common exterior areas (including cleaning, painting, striping, paving, and repairs) shall be performed by the LANDLORD at its sole cost and expense. Notwithstanding the foregoing, the parties agree to share the costs and expenses of maintenance and repairs for the roof, exterior portions of the Library, and Building Systems servicing both the community library and the Premises on a prorata basis pursuant to Section 1.1 above. In order to effectuate the foregoing, following any such maintenance and repairs performed by the LANDLORD or its contractors LANDLORD shall provide TENANT with a statement for its prorata portion including such back-up information and documentation as necessary and appropriate for the TENANT to verify and confirm such costs and expenses. Following such verification and confirmation, TENANT shall reimburse LANDLORD for such costs and expenses within thirty (30) days thereafter.

If LANDLORD fails, within thirty (30) days after written request, or immediately in the event of an emergence, to make such repairs or provide such maintenance then (a) LANDLORD shall be liable for any damages to property or loss thereby sustained by TENANT, and (b) TENANT may have such repairs made at the expense of LANDLORD, and LANDLORD shall reimburse TENANT upon presentation of a certified TENANT invoice detailing the repairs made and the expense incurred, which shall be on a prorata basis if applicable.

13. WAIVER:

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

14. INSURANCE:

LANDLORD agrees that during the term hereof it will, at its expense, keep the Library including the Premises insured against loss or damage by fire, together with extended coverage to the extent of replacement value thereof. TENANT shall reimburse LANDLORD for TENANT's prorata share of the actual cost of such insurance pursuant to Section 1.1 above. TENANT shall be named as additional insured on such insurance policy and is entitled to any insurance proceeds attributable to the Premises. TENANT shall be responsible, at its cost and expense, to insure its furnishings, fixtures and equipment with such proceeds payable to TENANT.

15. ENVIRONMENTAL CONTAMINATION:

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

16. 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 Public Health Unit of Broward County.

17. NOTICES:

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice.

Notice to LANDLORD shall be addressed to:

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

With copies to:

Real Property Section
Broward County Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Director of Libraries Division
Libraries Division
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

Notice to the TENANT shall be addressed to:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

With a copy to:

City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

18. TERMS:

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

19. SUCCESSORS; ASSIGNS:

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

20. RIGHT TO MORTGAGE:

LANDLORD may not encumber the Premises by mortgage or mortgages without the prior written consent of TENANT.

21. COPIES OF LEASE:

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

22. PRIOR AGREEMENTS:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document except with respect to the Interlocal Agreement and related Parking Lot Easement Agreement between the parties of even date herewith. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, except as set forth in the Interlocal Agreement and Parking Lot Easement Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

23. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Broward County, Florida.

24. CONDEMNATION:

TENANT reserves unto itself, and LANDLORD assigns to TENANT, all right to damages accruing on account of any taking or condemnation of all or any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. LANDLORD agrees to execute such instruments or assignments as may be required by TENANT, to join with TENANT in any petition for the recovery of damages, if requested by TENANT, and to turn over to TENANT any such damages that may be recovered in any such proceeding. TENANT does not reserve to itself, and LANDLORD does not assign to TENANT, any damages payable for the value of the land alone, excluding the Building and the improvements to the Land. TENANT shall also retain all

damages for any trade fixtures installed by TENANT on the Premises at its cost and expense, whether or not the same are part of the realty, or for any damages for interruption to the business of TENANT.

25. PUBLIC ENTITY CRIMES ACT:

TENANT represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to LANDLORD and may not submit bids on leases of real property to LANDLORD for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of all monies paid hereto.

In addition to the foregoing, TENANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LANDLORD has been placed on the convicted vendor list.

26. INDEPENDENT CONTRACTOR:

LANDLORD is an independent contractor under this Lease. Services provided by LANDLORD shall be subject to the supervision of LANDLORD, and such services shall not be provided by LANDLORD or its agents as officers, employees, or agents of the TENANT.

27. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

28. COMPLIANCE WITH LAWS:

LANDLORD and TENANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

29. SEVERANCE:

In the event this Lease or a material portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

30. JOINT PREPARATION:

Preparation of this Lease has been a joint effort of TENANT and LANDLORD and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

31. 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 Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect.

32. RECORDING:

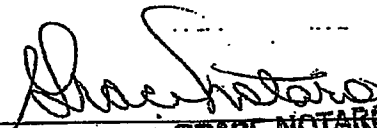
A memorandum of this Lease in the form attached hereto as Exhibit "B" shall be executed, delivered and recorded in the public records of Broward County simultaneously with the execution and delivery of this Lease.

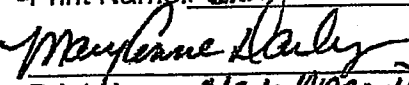
33. OTHER PROVISIONS:

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

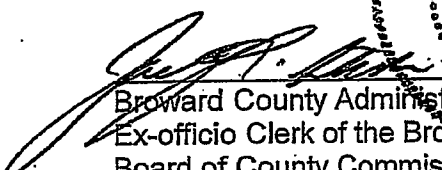
IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

WITNESSES:

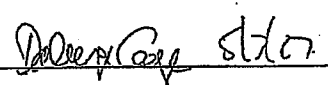

Print Name: GRACE NOTARO


Print Name: Mary Anne Davis

ATTEST:

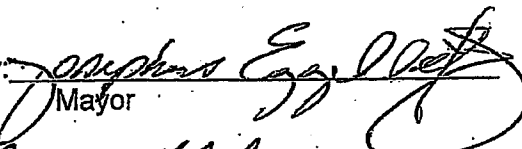

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners, Broward
County, Florida

Insurance requirements approved by
Broward County Risk Management Division

By: 

LANDLORD:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: 
Mayor
2 day of May, 2007.

Approved as to form by
Jeffrey J. Newton, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: 
Noel M. Pfeffer
Deputy County Attorney
5 day of May, 2007.

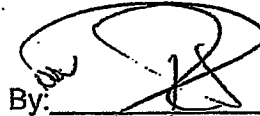
LEASE AGREEMENT

TENANT:

CITY OF MIRAMAR, a municipal
corporation of the State of Florida.

Nawa T Barrett Forbes
Print Name: NAWA N. Barrett Forbes

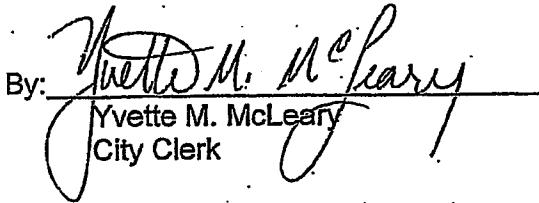
Print Name: _____

By: 

Robert A. Payton
City Manager

ATTEST:

21 day of February, 2007

By: 
Yvette M. McLeary
City Clerk

Approved as to form and legality
for the use and reliance of the City
of Miramar, Florida, only.

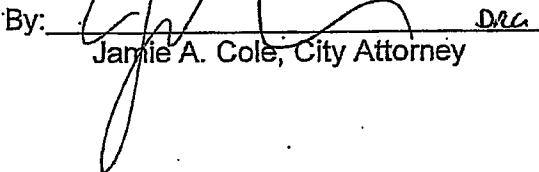
By:  DCA
Jamie A. Cole, City Attorney

EXHIBIT "A" (page 1 of 2)
Legal Description of Library Parcel

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE ASSUMED WITH A REFERENCE BEARING OF NORTH 89°44'49" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY AS SUCH.

LEGAL DESCRIPTION:

PORTIONS OF TRACTS 57 THROUGH 60 INCLUSIVE IN SECTION 24, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (S.E. 1/4), NORTH 89°44'49" EAST (ASSUMED BEARING), 333.68 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF RED ROAD EXTENSION (STATE ROAD 955) AS SHOWN IN OFFICIAL RECORDS BOOKS 13637, PAGE 455, 24709, PAGE 210 AND 24709, PAGE 215 ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 65°11'09" WEST, 217.26 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MIRAMAR BOULEVARD AS SHOWN IN OFFICIAL RECORDS BOOK 24709, PAGE 210 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) DESCRIBED COURSES: (1) NORTH 20°11'09" WEST, 49.50 FEET; (2) NORTH 24°48'51" EAST, 265.00 FEET TO A POINT OF CURVATURE OF A 1377.72 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'04" AND AN ARC LENGTH OF 148.30 FEET TO THE POINT OF BEGINNING; (4) CONTINUING NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°28'33" AND AN ARC LENGTH OF 853.45 FEET; THENCE SOUTH 20°11'09" EAST, 381.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 89.46 FEET (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 38°08'50" WEST); THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°04'40" AND AN ARC LENGTH OF 78.75 FEET; THENCE SOUTH 85°14'21" WEST, 6.46 FEET; THENCE NORTH 55°26'19" WEST, 14.89 FEET; THENCE NORTH 65°17'40" WEST, 60.74 FEET; THENCE SOUTH 85°32'06" WEST, 10.67 FEET; THENCE SOUTH 68°28'18" WEST, 9.86 FEET; THENCE SOUTH 42°36'17" WEST, 13.39 FEET; THENCE NORTH 85°17'07" WEST, 14.01 FEET; THENCE NORTH 38°24'12" WEST, 56.52 FEET; THENCE NORTH 65°12'35" WEST, 43.53 FEET; THENCE SOUTH 73°38'36" WEST, 55.86 FEET; THENCE SOUTH 32°37'06" WEST, 37.60 FEET; THENCE SOUTH 08°56'52" WEST, 40.31 FEET; THENCE SOUTH 50°06'39" WEST, 24.27 FEET; THENCE NORTH 85°43'26" WEST, 36.51 FEET; THENCE SOUTH 74°25'29" WEST, 40.82 FEET; THENCE SOUTH 48°46'08" WEST, 52.66 FEET; THENCE SOUTH 20°19'12" WEST, 59.68 FEET; THENCE SOUTH 41°04'06" WEST, 26.46 FEET; THENCE SOUTH 77°46'50" WEST, 19.76 FEET; THENCE NORTH 57°41'34" WEST, 18.66 FEET; THENCE NORTH 18°12'26" WEST, 24.75 FEET; THENCE NORTH 16°40'06" EAST, 46.01 FEET; THENCE NORTH 18°19'40" WEST, 42.14 FEET; THENCE NORTH 54°56'49" WEST, 43.74 FEET; THENCE SOUTH 89°41'49" WEST, 80.84 FEET; THENCE SOUTH 65°19'17" WEST, 52.13 FEET; THENCE SOUTH 45°56'29" WEST, 40.41 FEET; THENCE SOUTH 34°15'32" WEST, 42.26 FEET; THENCE SOUTH 27°02'54" WEST, 29.99 FEET; THENCE SOUTH 20°46'33" WEST, 31.71 FEET; THENCE NORTH 54°27'18" WEST, 27.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 174,039 SQUARE FEET (4.00 ACRES) MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON NOVEMBER 26, 2002. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

BY: ROBERT K. KRISAK, P.S.M.
FLORIDA REGISTRATION NO. 4641

LIBRARY PARCEL

Z:\PROJECTS\16982\00\SURVEY\6982USD3B.DWG

SKETCH AND DESCRIPTION
PORTION OF SECTION 24-51-40
EVERGLADES SUGAR & LAND Co.
SUBDIVISION, P.B. 2, PG. 39,
MIAMI-DADE COUNTY RECORDS
CITY OF MIRAMAR
BROWARD COUNTY, FLORIDA

DATE	11/26/02	DATE	REVISIONS
SCALE	AS SHOWN		
FIELD BK.	N/A		
DWG.	BY THG		
CHECK BY	RKK		

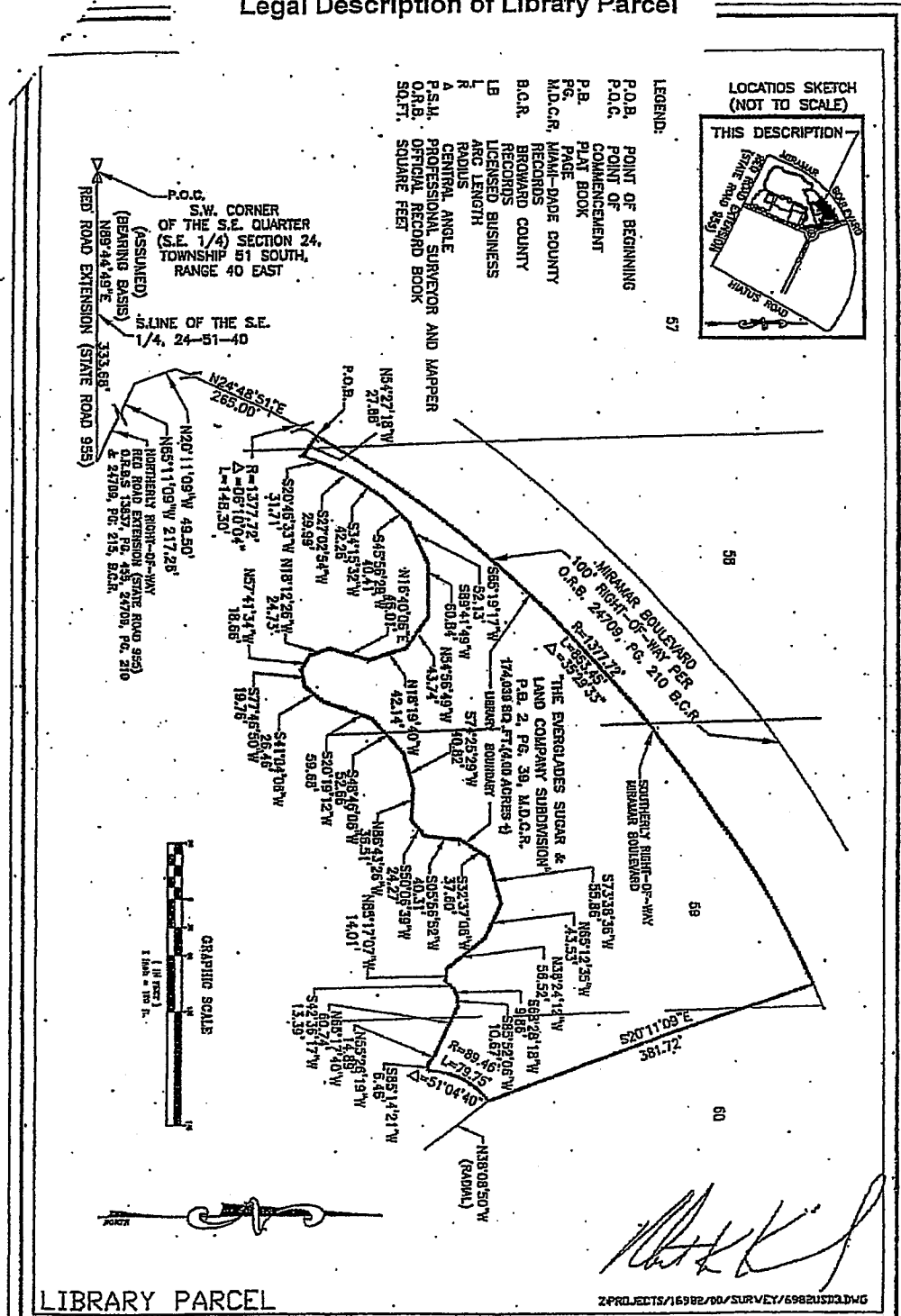


KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS
LB 1337

3300 N. AVENUE, SUITE 1100, MIAMI, FL 33137 (305) 776-1816

SHEET NO. 1 OF 2 SHEETS
DRAWING NO. 16982 L

EXHIBIT "A" (page 2 of 2) Legal Description of Library Parcel



SKETCH AND DESCRIPTION

PORTION OF SECTION 24-51-40
EVERGLADES SUGAR & LAND CO.
SUBDIVISION, P.B. 2, PG. 39
MIAMI-DADE COUNTY RECORDS
CITY OF MIRAMAR
MIAMI-DADE COUNTY, FLORIDA

DATE	11/25/02	DATE	REVISIONS
SCALE	AS SHOWN		
FIELD	B.K. N/A		
DWNG. BY	JMS		
CHECK BY	RKK		

KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS
LB 1337
2000 N. ANDREWS AC, FT. LAUDERDALE, FL 33305-2132 (854)776-1515

SHEET NO. 2 **OF** 2 **SHEETS**
DRAWING NO. 16982L-

EXHIBIT "B"

MEMORANDUM OF LEASE

This instrument prepared by and
record and return to:

Noel M. Pfeffer, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33031

MEMORANDUM OF LEASE

BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (the "LANDLORD"), having a principal place of business at 115 South Andrews Avenue, Fort Lauderdale, FL 33301, owner of certain real property located in the City of Miramar, Florida and more particularly described in Exhibit "A" attached hereto (the "Property"); and CITY OF MIRAMAR, a Florida municipal corporation (the "TENANT"), having a principal place of business at 2300 Civic Center Place, Miramar, Florida 33025, hereby give notice that they have entered into a certain Lease Agreement effective _____ (the "Lease") pursuant to which LANDLORD and TENANT have agreed that TENANT shall have the right to possession of a portion of the Property for a term of ninety nine (99) years, commencing upon issuance of a certificate of occupancy or use for the Library to be constructed by Landlord on the Property, together with appurtenant rights for access, egress, parking, pedestrian use, and signage, all as more particularly set forth in the Lease.

Reference is made to the full text of the Lease for the terms and provisions thereof. A copy of the Lease may be obtained from LANDLORD or TENANT upon request, at their principal government offices.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Memorandum of Lease on the dates hereinafter subscribed.

LANDLORD:

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

By: _____
Chair
_____ day of _____, 2007

Approved as to form by
Office of County Attorney
Broward County, Florida
Jeffrey J. Newton, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Noel M. Pfeffer
Deputy County Attorney

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____, Mayor/Vice-Mayor of the Broward County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

(SEAL)

TENANT:

WITNESSES:

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

Print name:

By _____
Robert A. Payton, City Manager

____ day of February, 2007

Print name:

ATTEST:

By _____
Yvette M. McLeary, City Clerk

Approved as to form and legality for the use and reliance of the City of Miramar, Florida, only.

By _____
Jamie A. Cole, City Attorney

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of February, 2007, by Robert A. Payton, as City Manager of the CITY OF MIRAMAR, a municipal corporation of the State of Florida, on behalf of such municipal corporation, who (check one) ☐ is personally known to me or ☐ has produced a _____ driver's license as identification.

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

(SEAL)

EXHIBIT "C"

AS-BUILT FLOOR PLANS FOR THE PREMISES

(TO BE ATTACHED AFTER COMPLETION OF THE LIBRARY
PER SECTION 1.1 OF THE LEASE AGREEMENT)

Exhibit "D"
Wall Sign Design

SMOOTH STUCCO
FINISH (TYP.)

MIRAMAR BRANCH LIBRARY
BROWARD COMMUNITY COLLEGE
OWA, SOUTHEASTERN UNIVERSITY

DECC
FIXTUF
DOCU

SCALE: 3/32" = 1'-0"