

LEASE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE BEACH FOR THE HALLANDALE BEACH LIBRARY

This Lease Agreement for the Hallandale Beach Library ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and City of Hallandale Beach, a municipal corporation of the State of Florida, whose address is 400 South Federal Highway, Hallandale Beach, Florida 33009 ("City") as of October 1, 2019 ("Effective Date"). County and City are hereinafter individually referred to as a "Party," and collectively referred to as the "Parties."

RECITALS

WHEREAS, City is the owner of the Property, as such terms are defined in Section 2.1 of this Agreement; and

WHEREAS, on September 22, 2009, the Parties entered into a Lease Agreement ("2009 Agreement"), wherein County leased from City the Property and Building for purposes of operating a public library commonly known as the Hallandale Beach Branch Library; and

WHEREAS, the 2009 Agreement expired on September 30, 2019, and the Parties have agreed to enter into a new lease agreement on substantially the same terms; and

WHEREAS, the Parties desire to enter into this Agreement to establish the lease terms for the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the foregoing recitals are incorporated herein by reference as a material part of this Agreement, and the Parties agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct and are incorporated herein.

2. **Lease and Description of the Property.**

2.1 **Property.** City is the owner of that certain real property, as more particularly described in **Exhibit A**, attached hereto and made a part hereof, located at 300 South Federal Highway, Hallandale Beach, Florida 33009, and consisting of approximately Eighty-nine Thousand Nine Hundred Fifty (89,950) square feet of land and a building comprised of approximately fourteen thousand seven hundred (14,700) square feet ("Property").

Lease. City hereby leases unto County the Property consistent with the terms and conditions of this Agreement. Notwithstanding anything to the contrary in the 2009 Lease Agreement, possession of the Property has not yet transferred to City and the Parties agree that it shall remain in the possession of County during the Term of this Agreement until the expiration or termination hereof.

3. **Term.**

3.1 Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall expire five (5) years after the Effective Date ("Initial Term"), unless terminated earlier pursuant to this Agreement.

3.2 Renewal Term. Unless City provides notice pursuant to Section 14.2 hereof to terminate for convenience or otherwise terminates for cause, County shall have the right to renew this Agreement for five (5) additional terms of five (5) years per each term ("Renewal Term") upon the same terms and conditions of this Agreement. Each Renewal Term option shall be exercised by County, acting through its County Administrator, sending written notice to City at least sixty (60) days before the expiration of the then current Term during the final year of the said current Term. The Initial Term and the Renewal Terms (if timely exercised), are collectively referred to in this Agreement as the "Term."

4. **Rent.** County shall pay the total rent of One Dollar (\$1.00) per year of the Term of this Agreement ("Rent"). The first payment of Rent shall be due no later than thirty (30) calendar days after the Commencement Date. Rent for the subsequent years during the Term shall be due on each yearly anniversary of the Commencement Date.

5. **Parking Facilities.** City warrants that during the Term it will provide parking facilities on or adjacent to the Property to accommodate County's employees, agents, patrons, invitees, licensees, contractors, visitors, and guests.

6. **Use of the Property.**

6.1 County may use and occupy the Property for operation of a library ("Permitted Use"). County will not, without the written consent of City, which consent shall not be unreasonably withheld, permit the Property to be occupied by any person, firm, or corporation other than County and its employees.

6.2 County further covenants that (i) no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Property; (ii) no act or thing shall be permitted and nothing shall be kept in or about the Property that would increase the risk of hazard or fire; (iii) no waste shall be permitted or committed upon or any damage done to the

Property; and (iv) County will not use or occupy or permit the Property to be used or occupied in any manner that violates any applicable laws or regulations of any government authority.

7. **Quiet Possession.** County shall and may peaceably and quietly have, hold, and enjoy the Property during the Term hereof, provided that County performs all the covenants and conditions that it is required to perform under this Agreement, and City warrants that it has full right and sufficient title to lease the Property to County for the Term.
8. **Utilities and Other Services.** County shall pay for all utilities and services on the Property, including, without limitation, A/C unit maintenance, A/C filter maintenance and replacement when obsolete, electricity, janitorial services and supplies on a five (5) day per week basis, water and sewer service, heat, pest control, and trash removal.
9. **Repair and Maintenance.**
 - 9.1 County shall keep the Property in good structural repair. County shall maintain and keep in good repair the roof, skylights, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, and electrical wiring.
 - 9.2 County shall conduct exterior maintenance including, without limitation, routine gardening, cutting, mulching, pruning and similar maintenance of all foliage, routine and nonroutine maintenance of parking areas located on the Property, common exterior areas, and swale areas within the Property line (including cleaning, painting, striping, paving, and repairs).
10. **Alterations and Improvements.**
 - 10.1 County has allocated approximately One Million Four Hundred and Twelve Thousand Three Hundred Dollars (\$1,412,300) for future Improvements including approximately One Hundred Thousand Dollars (\$100,000) in furniture ("County Improvements"), as depicted in **Exhibit B**, attached hereto.
 - 10.2 County may make non-structural changes, alterations, or additions to the interior of the Library ("Personalty") without seeking consent from the City. All Personalty shall remain the exclusive property of the County unless the Parties agree otherwise in writing. County agrees that all Personalty and personal property placed on the Property shall be at County's ownership and own risk. Upon expiration or earlier termination of this Agreement, County shall have the option to remove its Personalty

from the Property within sixty (60) days, after which it shall be deemed abandoned and become the property of City for use, sale or disposal by City.

- 10.3 County may, at its own expense, make such structural changes, alterations, additions, and improvements to the Property ("Improvements") as it may deem necessary or expedient in its operation without seeking owner consent hereunder from the City as long as County obtains all required permits, inspections and certificates of occupancy as required under city, county, state and federal laws. Upon expiration without renewal or termination of this Agreement, all Improvements shall become the property of City.

11. **Casualty.**

- 11.1 **Casualty.** In the event of damage to the Property, or any part thereof, during the Term caused by fire, the elements, or other cause ("Casualty"), County shall give City immediate notice of the Casualty. The Property shall be repaired immediately by and at the expense of County. Notwithstanding the above, if the Property is destroyed by a Casualty so as to require substantial rebuilding affecting more than fifty percent (50%) of the property, Rent shall be paid up to the time of such destruction, this Agreement will terminate, and County will have no further liability.

- 11.2 **Force Majeure.** The performance by City and County of their obligations under this Agreement will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restriction or laws, fire or other damage, war, epidemic, or civil disorder, or other causes beyond the reasonable control of the Party delayed, but not delay resulting from changes in economic or market conditions, or financial or internal problems of the Party delayed, or problems that can be satisfied by the payment of money. As a condition to the right to claim a delay under this Section 12.2, the delayed Party will (i) notify the other Party of the delay within seven (7) calendar days after the delay occurs; and (ii) give the other Party a weekly update that describes in reasonable detail the nature and status of the delayed Party's efforts to end the delay.

12. **Default and Remedies.**

- 12.1 **City Default.** If City defaults under its obligations of this Agreement and fails to cure such default within ninety (90) calendar days after County's written notice, or in the event the breach is not correctable within ninety

(90) calendar days, fails to commence correcting or diligently pursuing correction of the breach within ninety (90) calendar days after written notice from County identifying the breach, then (a) City shall be liable for any damages to property or loss thereby sustained by County and (b) County may have such default corrected at City's expense and City shall reimburse County upon presentation of an invoice certified by County detailing the corrections made and the expenses incurred. This provision shall not deprive County of the right to recover damages for breach of this Agreement or of the right to specific performance of this Agreement.

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

13. Termination. In addition to the termination rights provided for in this Agreement, the Parties agree to the following:

13.1 County Termination for Convenience. County shall have the right to terminate this Agreement for convenience by providing written notice to City at least ninety (90) calendar days before the date of termination.

13.2 City Termination for Convenience.

13.2.1 City shall have the right to terminate this Agreement for convenience by providing written notice to County at least ninety (90) calendar days before the date of termination.

13.2.2 If City terminates this Agreement for convenience, City shall be liable to County for amortized reimbursement of funds expended by County for the County Improvements in accordance with the schedule attached to this Agreement as **Exhibit C**. City must pay County within ninety (90) calendar days after the termination date provided in such written notice of termination by City.

- 13.3 If at any time the County Administrator (as defined below) determines that emergency termination of the Agreement is necessary to protect public health, safety, or welfare, the County Administrator may terminate this Agreement upon reasonable notice as appropriate under the circumstances. The "County Administrator" is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
14. **Surrender Upon Termination.** Upon expiration or earlier termination of this Agreement, City shall provide written notice to County to peaceably surrender and deliver the Property to City. County agrees that it will leave the Property in the condition existing at the commencement of this Agreement, subject to Section 11 and reasonable wear and tear. County shall allow City, with prior written notice, to inspect the Property to determine that the Property is in the same condition existing at the commencement of this Agreement, subject to Sections 10 and 11 and reasonable wear and tear.
15. **Holdover by County.** County may remain in possession of the Property after expiration of this Agreement ("Holdover") only with the approval of City. A Holdover will not be deemed or construed to be a renewal or extension of the Agreement. Any Holdover by County shall create a month-to-month tenancy, subject to all conditions, provisions, and obligations of this Agreement in effect on the last day of the Term. Either Party may terminate a Holdover at the end of any month upon providing thirty (30) calendar days written notice to the other Party.
16. **Assignment and Subletting.**
- 16.1 County may assign or sublet all or a portion of the Property to a government agency, as defined by state law, or a non-governmental entity or individual, for use in accordance with Section 6 with the prior approval of City. County may assign or sublet a portion of the Property to a government agency, as defined by state law, or a non-governmental entity or individual for other uses with the prior approval of the City, which approval shall not be unreasonably withheld or delayed so long as such proposed use is beneficial to the residents of City and remains open to the public, provided however, that the business of the government agency or non-governmental entity or individual is not extra-hazardous on account of fire, disreputable uses, or illegal uses.
- 16.2 **Assignment.** City may require the assignee to sign an assignment agreement, wherein assignee will assume the terms of this Agreement except that the assignee would not have a right to receive amortized value of improvements under Exhibit C. Upon execution of an assignment agreement, County shall be relieved from all obligations and liability under this Agreement.

17. **Right to Mortgage and Sell.** City may encumber the Property by mortgage, securing such sum upon such terms and conditions as City may desire. Such mortgage shall be a first lien upon the Property, superior to the rights of County. No mortgage or lien shall encumber County's property during the Term. In the event that City decides to sell the Property, it will terminate for convenience hereunder.
18. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

To County:

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

With a copy to:
Kelvin Watson
Broward County Main Library – 8th Floor
100 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email Address: kelvinwatson@broward.org

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

To City:

Andrea Lues, Procurement Director
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
Email Address: alues@cohb.org

19. **Eminent Domain.** City reserves for itself, and County assigns to City, all right to damages accruing from any taking or condemnation of all or part of the Property, or by reason of any act of any public or quasi-public authority for which damages are payable. County agrees to execute such instruments of assignment as may be required by City, and to join with City in any petition for the recovery of damages, if requested by City. County also agrees to turn over to City any such damages that may be recovered in any such proceeding. City does not reserve for itself, and County does not assign to City, any damages payable for any trade fixtures installed by County at its cost and expense which are not part of the realty, or for any damages for interruption to the business of County which do not compensate loss of real property or any interest herein.
20. **City's Representations and Warranties.** City hereby covenants and warrants that:
- 20.1 City is the fee simple owner of the Property, and City has good and marketable title thereto.
 - 20.2 City has not received any notice from a governmental authority for a violation of law, ordinance, or regulation regarding the Property.
 - 20.3 If the Property is subject to restrictive covenants, City has not received any notice regarding a breach of such covenants.
 - 20.4 The Property is not subject to a prior lease, ground lease, or any covenants, declaration, easement, or other document or encumbrance, which is reasonably likely to interfere with County's use and occupancy of the Property for the Permitted Use.
 - 20.5 The Property and the Permitted Use for the Property comply with all laws, statutes, codes, ordinances, rules, orders, and regulations of all federal, state, and local governmental or quasi-governmental authorities having jurisdiction over the Property.
 - 20.6 County and its employees, agents, contractors, licensees, invitees, and guests shall have a continuous right to access the Property from public or private right-of-way and other public travel ways and routes.
21. **County's Representations and Warranties.** County represents and warrants that the Property, having been in the County's possession, complies with all laws, statutes, codes, ordinances, rules, orders, and regulations of all federal, state, and local governmental or quasi-governmental authorities having jurisdiction over the Property.

22. Inspection. City, or its duly authorized agent, which shall be identified in writing to County, or authorized employees of City's agent, may enter the Property at reasonable times to inspect the Property upon prior reasonable notice of inspection to County.

23. Insurance and Sovereign Immunity.

a. County and City acknowledge that they are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The Parties agree that they have instituted and maintain a fiscally sound and prudent risk management program with regard to each obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Each Party hereto shall be liable and assumes responsibility for its own negligence.

b. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement. Nothing in this agreement requires one Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability for the other party's negligence. Nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of City or County beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature, or may be adopted by the Florida Legislature, and the cap on the amount and liability of City or County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim against City or County that would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

24. **Environmental Contamination.** The Parties represent and warrant to the other Party to this Agreement that as of the date of execution of this Agreement, neither City, County, nor to the best of City or County'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 Property or Building during which time City has owned the Property or during which time County has leased the Property and Building.

25. **Contract Administrators.** For purposes of this Agreement, the Contract Administrator for County is the Director of Real Property or his or her designee. The Contract Administrator for City is City's Procurement Director, or his or her designee.

26. **Jurisdiction, Venue, and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
27. **Attorneys' Fees.** Each Party shall bear its own attorneys' fees and costs in any litigation or proceeding arising under this Agreement.
28. **Third Party Beneficiaries.** Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
29. **Compliance with Laws.** City and County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Agreement.
30. **Materiality and Waiver of Breach.** City and County agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver or breach of any provision or modification of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Agreement.
31. **Severability.** In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both City and County elect to terminate the Agreement. The election to terminate this Agreement pursuant to this section shall be made within ten (10) business days after the court's finding become final.

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

40. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.
41. **Counterparts/Multiple Originals.** This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.
42. **Further Assurances.** The Parties agree to cooperate in the event that either Party deems it necessary or advisable to amend this Agreement or execute any document to effectuate the terms of this Agreement.

[Signatures on the following pages]

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

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

Mayor

____ day of _____, 20____

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

By: _____
Claudia Capdesuner (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

CC/mdw
Hallandale Beach Library Lease Agreement
04/17/2020
#501414v3

**LEASE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE
BEACH FOR THE HALLANDALE BEACH LIBRARY**

CITY

ATTEST:

CITY OF HALLANDALE

CITY CLERK

By: _____
CITY MANAGER

Print Name

____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the
parties:

City Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of [] physical
presence or [] online notarization, this ____ day of _____, 20____,
by _____ [] who is personally known to me or [] who has
produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

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

(Notary Seal)

EXHIBIT A

LEGAL DESCRIPTION

A portion of Lot 1, Block 11, TOWN OF HALLANDALE, as recorded in Plat Book B, Page 13, of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 27, Township 51 South, Range 42 East; THENCE South 00 02'38" West, along the East line of the Southwest one-quarter (SW $\frac{1}{4}$) of said Section 27, a distance of 25.00 feet; THENCE West, parallel with and 25.00 feet South of, as measured at right angles to, the North line of the Southwest one-quarter (SW $\frac{1}{4}$) of said Section 27, a distance of 43.00 feet to the Point of Beginning; THENCE continue West, along the last described course, a distance of 177.07 feet to a point on the arc of a circular curve to the right, whose radius point bears North 62 27'02" West, from the last described point, said point being further described as being on the Easterly Right-of-Way line of Old Federal Highway, as shown on State Road Right-of-Way Map File #8601-302; THENCE Southerly and Westerly, along the arc of said curve, along the said Easterly Right-of-Way line of Old Federal Highway, having a radius of 5753.73 feet, and a central angle of 03 15'15", an arc distance of 326.08 feet; THENCE South 59 11'24" East, a distance of 117.71 feet, THENCE South 89 57'22" East, a distance of 235.00 feet; THENCE North 00 02'38" East, parallel with and 43.00 feet West of, as measured at right angles to, the East Line of the Southwest one-quarter (SW $\frac{1}{4}$) of said Section 27, a distance of 345.75 feet to the Point of Beginning.

Said lands and building situate, lying and being in Broward County, Florida.

Containing 89,850 square feet of land, more or less and building containing 14,700 square feet.

EXHIBIT B

COUNTY IMPROVEMENTS

Construction Management Division

Objective:

As a part of the Broward County Library Refresh Program, the interior of the Hallandale Beach Library will renovated to provide better facilities and a more pleasant environment for visitors and staff.

UPGRADE OF INTERIOR FINISHES:

GENERAL

Library Stack Areas, Circulation Desk Area, Community Room, Staff Work Room

- Walls: Paint
- Ceilings: Replace Grid and Ceiling Tiles, Exit Signs
- Replace supply and return air grilles
- Lighting: Replace with new LED light fixtures
- Floors: Replace carpeting and floor tile

SPECIFIC SPACES

- Lobby: Replace general lighting and chandelier with new LED light fixtures; Replacing flooring
- Break room: Paint walls
- Staff Lounge: Paint walls
- Kitchen: Remove carpet, replace with tile; paint all drywall surfaces of the wall cabinet enclosure
- Community Room Kitchenette: Upgrade by removing and replacing all elements with the enclosure, including base cabinets, wall cabinets, plumbing fixtures. Paint all wall surfaces.

SPECIALTIES

- Retain Children's Area (Desk to be removed by Libraries)

EXCLUSIONS:

- Moving of or supplying Furniture: Circulation Desk, Information Desk, Shelving, Stacks
- External work on the building including roof repair and associated work
- Security system investigation and upgrade
- No generator is required
- CCTV/Security
- Relocation of Lobby Art
- Any changes to the mechanical system

- No work to the exterior areas

A/E SCOPE OF SERVICES:

- Project Approach is Design-Bid-Building, using architect as prime for A/E Team. A/E Team would include MEP consultants.
- A/E proposed Scope of Services to be indicated in draft Exhibit B-1.
- A/E to refer to preliminary program attached.
- Schedule: 4-6 months, single phase project.

Construction Management TOTAL APPROVED BUDGET:\$983,000

TOTAL INTERNAL AREA: 14,000 SQ. FT. (approximately)

Facilities Management Division

EXTERIOR:

Year 2020 CPJ submitted for new roof	\$286,500
Year 2020 CPJ submitted for landscaping improvements	\$18,500
Year 2020 CPJ submitted for seal n strip, quote exceeded what was in the fund for the 2016 project	<u>\$24,300</u>

TOTAL Facilities Management \$329,300

Libraries Division

Year 2020 Various Interior furnishings including new shelving	\$100,000
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TOTAL ALL THREE DIVISIONS:

CMD	\$983,00
FMD	\$329,300
LIBRARIES	<u>\$100,000</u>
	\$1,412,300

NOTE: No restroom renovations were included in these numbers.

Amortization Schedule (Exhibit C) does not include \$18,500 for Landscaping and \$100,000 for the Libraries Division.

EXHIBIT C

HALLANDALE BEACH LIBRARY - IMPROVEMENTS AMORTIZATION SCHEDULE

Item	Cost	Useful Life in Years	Annual Amortization	Amount Amortized per Year
Interior Finish	\$ 983,000.00	15	6.67	\$ 65,533.33
Facilities	\$ 310,800.00	14	7.14	\$ 22,200.00
Libraries*	\$ 100,000.00	5	20.00	\$ 20,000.00
Total	\$ 1,293,800.00	15	6.67	\$ 87,733.33

* Not included in total.

Year	Interior Finish Remaining to be Amortized (%)	Interior Finish Remaining to be Amortized (\$)	Facilities Remaining to be Amortized (%)	Facilities Remaining to be Amortized (\$)	Libraries Remaining to be Amortized (%)	Libraries Remaining to be Amortized (\$)	Total Amount Due
1	93.33	\$917,467	92.86	\$288,600	80.00	\$80,000	\$ 1,286,066.67
2	86.67	\$851,933	85.71	\$266,400	60.00	\$60,000	\$ 1,178,333.33
3	80.00	\$786,400	78.57	\$244,200	40.00	\$40,000	\$ 1,070,600.00
4	73.33	\$720,867	71.43	\$222,000	20.00	\$20,000	\$ 962,866.67
5	66.67	\$655,333	64.29	\$199,800	0.00	\$0	\$ 855,133.33
6	60.00	\$589,800	57.14	\$177,600			\$ 767,400.00
7	53.33	\$524,267	50.00	\$155,400			\$ 679,666.67
8	46.67	\$458,733	42.86	\$133,200			\$ 591,933.33
9	40.00	\$393,200	35.71	\$111,000			\$ 504,200.00
10	33.33	\$327,667	28.57	\$88,800			\$ 416,466.67
11	26.67	\$262,133	21.43	\$66,600			\$ 328,733.33
12	20.00	\$196,600	14.29	\$44,400			\$ 241,000.00
13	13.33	\$131,067	7.14	\$22,200			\$ 153,266.67
14	6.67	\$65,533	0.00	\$0			\$ 65,533.33
15	0.00	\$0					\$ (0.00)