

Prepared By:  
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Gastesi & Associates, PA  
8105 NW 155<sup>th</sup> Street  
Miami Lakes, FL 33016

## **Lease Agreement**

by and between

**Town of Miami Lakes**

and

**Royal Oaks Homeowners Association, Inc.**

This Lease Agreement (the "Agreement") is made and entered into by and among the following parties on June \_\_\_\_, 2014, wherein, Lessor, Royal Oaks Homeowners Association, Inc., a Florida non-profit corporation, and Lessee, Town of Miami Lakes a Florida Municipal Corporation. Each of the Lessor and the Lessee shall be respectively referred to as a "Party," and shall be collectively referred to as the "Parties"

### **WHEREAS:**

1. Lessor obtained title to the Leased Property as hereinafter defined pursuant to that certain Quit Claim Deed dated November 2, 1999 between Lovell Properties, Inc. and the Lessee (hereinafter "Deed"), said Deed being recorded in O.R. Book 18929 at page 4461 of the public records of Miami-Dade County, Florida.
2. The Lessee agrees to lease the certain property from the Lessor, and the Lessor agrees to lease the certain property to the Lessee whose legal description is as follows:

Lot 1, Block 28, of EIGHTH ADDITION TO ROYAL OAKS  
according to the Plat thereof, as recorded in Plat Book 136, at  
Page 58, of the Public Records of Miami-Dade County, Florida.

Folio # 30-2015-017-0550

(hereinafter "Leased Property")

3. The Lessee agrees to comply with and abide by all of conditions as set forth in the Deed.
4. On the execution date hereof, the Lessor has the full right and authority to lawfully lease the Leased Property to the Lessee for its intended use described hereunder.

**THE PARTIES HEREBY AGREE** as follows:

### **I. Basic Terms**

**1.1 Leased Property:** The above recitals are true and correct and are incorporated herein by reference. In consideration of the rents, terms, provisions and covenants of this Agreement, the Lessor hereby agrees to lease the following Property to the Lessee for the duration of the lease term provided.

**1.2 Usage of Leased Property:** Permitted use of the Leased Property by the Lessee hereunder shall be as a park for children. After consultation with the Lessor, the Lessee shall be entitled to repair and/or remove any and all fixtures, equipment, or other facilities; to alter the Leased Property in any way; to remove and/or replace soil, rock and plant life of all kinds; and to conduct any construction, reconstruction or alteration of the Leased Property without the consent of Lessor.

**1.3 Operating Right:** The Lessee is entitled to make changes or alterations to the Leased Property for the operation of a park at Lessee's sole discretion and without the consent of Lessor, although the Lessee agrees to consult with the Lessee prior to making said changes. The ownership of all the buildings, fixtures, facilities and equipment built or constructed by the Lessee on the Leased Property (the "Assets") for the purpose of such changes or alterations belong to the Lessee.

### **II. Term**

**2.1 Term:** Unless terminated or extended by the provisions specified in this Agreement, the Term of this Agreement (the "Term") shall be ninety nine (99) years, commencing on July 1, 2014 (hereinafter "Possession Date") until June 30, 2113.

### **III. Right to Possession**

**3.1 Record:** Following execution of this Agreement by all Parties, the Parties shall take all necessary action to file for the record or registration (the "Record") this Lease Agreement hereunder with the relevant government authorities, and each Party shall bear its own costs in accordance with the law. The Parties shall cooperate in good faith to accomplish registration and recording of this Agreement immediately after execution of this Lease Agreement.

**3.2 Possession of Leased Property:** On the Possession Date the Lessor must deliver possession of the entire Leased Property to the Lessee and Lessee is entitled to possession of the entire Leased Property commencing on the Possession Date. Unless otherwise agreed by both Parties, the Rent shall commence from the Possession Date, and the Lessee shall pay the Rent in compliance with the **Article 4.1** hereinafter and following transfer of complete possession of the Leased Property from the Lessor to the Lessee.

#### **IV. Rent**

**4.1 Rent Amount:** The Lessee agrees to pay yearly Rent to the Lessor. The Rent shall be calculated as follows: \$1 per year. The Lessee has the right to pre-pay the rent in advance for the balance of the term of the Lease at any time.

#### **V. Lessor's Representations and Warranties**

The Lessor hereby represents and warrants to the Lessee that:

**5.1 Flaws or Legal Defects on the Leased Property:** The Lessor is the legitimate and lawful owner of the Leased Property, and there are no factual or legal flaws or defects to Lessor's ownership of the Leased Property.

**5.2 Relevant Approvals:** All necessary votes, resolutions, consents, authorizations, approvals, and licenses in connection with or for Lessor's executing this Agreement and leasing the Leased Property to Lessee have been properly obtained.

**5.3 Encumbrance:** The Leased Property is free from any mortgage, pledge, lien, security, or any other encumbrances that would in any way affect the Lessee's rights under this Agreement with the exception of the conditions as set forth in the Deed;

**5.4 Administrative or Judicial Proceeding:** There is no administrative or judicial proceeding pending threatened, against or affecting the Leased Property or the Lessee's use and occupancy of the Leased Property. No event has occurred, and no condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such proceeding.

#### **VI. Lessee's Representations and Warranties**

The Lessee hereby represents and warrants to the Lessor that:

**6.1 Incorporation:** The Lessee is a legal entity incorporated in accordance with laws of the State of Florida.

**6.2 Authorization:** The Lessee's execution and performance of this Agreement has been duly authorized.

**6.3 Non Illegal Activities:** The Lessee undertakes to use the Leased Property in accordance with the terms of this Agreement, and comply with local laws when carrying on any activities on the Leased Property.

**6.4 No unilateral termination of Agreement:** The Lessee shall not unilaterally terminate this Agreement prior to expiration of the Term, unless in case of force majeure, fire, flood, storm, earthquake, other natural disaster, war, acts of war, or other events which are unpredictable and beyond control of the Lessee, and as a result of such events, Lessee or the public at large cannot use the Leased Property properly in accordance with the intent and terms of this Agreement;

## **VII. Indemnification**

**7.1 Indemnification:** The Lessor shall hold harmless, indemnify and defend the Lessee, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act or lack thereof, inclusive of acts of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Lessor. The Lessor shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all project related suits, in the name of the Lessor when applicable, and shall pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Lessor's obligation under this paragraph shall not be limited in any way by the agreed upon compensation, or the Lessor's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Lessor, its agents, servants, or representatives.

A breach of any obligation or any other provision hereof by any Party, or any representation and warranty made by any Party hereunder is untrue or inaccurate shall be deemed a default.

**7.2 Suspension of the Rent Payment and Default:** In the event that as a result of the Lessor's default, the Lessee is unable to enjoy its rights hereunder, the Lessee shall be entitled to suspend the payment of the Rent and seek compensation in the form of damages.

**7.3 Compensation:** The Parties acknowledge and agree the monetary damages may not be sufficient to compensate the non-defaulting party for damage caused by the defaulting Party under this Agreement, and equitable relief, including without

limitation specific performance and injunctive relief, shall be allowed in resolving disputes between the parties to this Agreement.

### **VIII. Procedure upon and after Termination**

**8.1 Expiration of the Term:** Unless otherwise agreed by the Parties, upon the expiration of the Term as set forth in **Section II** herein. The Lessee shall turn over possession of the Leased Property to the Lessee. The Lessee shall be entitled to (but not obligated) to remove any and all fixtures and equipment on the Leased Premises.

### **IX. Notice**

**9.1 Form of Notice:** Any and all notices, documents, or instruments permitted or required to given under this Agreements shall be in writing, signed by the party or representatives on behalf of the party giving the notice, and shall be deemed to have been properly given (1) if personally delivered, on the date delivered; or (2) if sent by a pre-paid overnight courier service (Federal Express or the like), on the business day following its deposit with the courier;.

Personal delivery to a party or to any officer, agent, or partner of such party shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been sent or received shall also constitute receipt. Any notice may be given on behalf of a party by its attorney.

In the event of any default, the Party alleging the default shall provide the other Party with thirty (30) days notice to the other Party to cure the default.

For the purpose of notices, the addresses of the Parties are as follows:

**Lessor:**

**Royal Oaks Homeowners Association, Inc.  
8140 NW 155th Street, Suite 101  
Miami Lakes, FL 33016**

**Lessee:**

**Town of Miami Lakes  
Wayne Slaton, Mayor  
6601 Main Street  
Miami Lakes, FL 33014**

Any Party may at any time change its address for notices by a notice delivered to the other Parties without breaching the **Article 10.1** hereof.

## **X Miscellaneous**

**10.1 Governing Law and Resolution of Disputes:** The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of Florida. In the event of any litigation, the prevailing party shall be entitled to an award of attorneys fees and costs including those incurred during any appeal.

**10.2 Amendment, Change and Supplement:** This Agreement may only be amended by a written agreement signed by the Parties or their successors in interest. All amendments or supplementary agreements signed by both Parties shall be integral parts of this Agreement and have the same legal effect.

**10.3 Severability:** In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect.

**10.4 Successors:** This Agreement and all its covenants, conditions and restrictions shall extend to and be binding upon the Parties successors, heirs and assigns.

**10.5 Waiver of Right or Privilege:** Failure or delay on the part of any Party hereto to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any future exercise thereof.

**10.6 Filings:** Upon the signing of this Agreement, both Parties shall take all necessary actions to ensure that this Agreement is filed or registered with any related government authorities, and bear any cost raised thereof respectively.

**10.7 Waiver of Breach:** Waiver by any Party of any breach of any term or provision of this Agreement is not to be construed as a waiver of a breach of any other term or provision, or of any subsequent breach of the same term or provision. A waiver shall be effective only if expressly granted in writing by the other Party.

**10.8 Effectiveness:** This Agreement shall come into effect upon signing by both Parties. This Agreement and any subsequent agreements between the same parties or their successors are intended to constitute the entire agreement or agreements be-

tween the parties and no oral agreement or understanding shall be binding on the Parties.

**10.9 Terms Understood and Binding:** Lessor and Lessee covenant and agree that they understand the terms of this Agreement in its entirety; agree to be bound by each and every term of this Agreement; have had an opportunity to consult with such advisers or attorneys as Lessor and Lessee deem necessary.

**Signature Page**

IN WITNESS WHEREOF, the parties have executed this Land Lease Agreement as of the date first above written.

\_\_\_\_\_  
Witness #1: \_\_\_\_\_

\_\_\_\_\_  
**Lessor**

\_\_\_\_\_  
Witness #2: \_\_\_\_\_

\_\_\_\_\_  
Witness #1: \_\_\_\_\_

\_\_\_\_\_  
**Lessor**

\_\_\_\_\_  
Witness #2: \_\_\_\_\_

\_\_\_\_\_  
Witness #1: \_\_\_\_\_

\_\_\_\_\_  
**ALEX REY**  
*As Manager of the Town of Miami Lakes, and pursuant to Resolution No. 14-\_\_\_\_\_*

\_\_\_\_\_  
Witness #2: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, personally appeared **ALEX REY** who is personally known to me, or who has presented \_\_\_\_\_ as identification, and has taken an oath, and who, after being first duly sworn, deposes and states that he/she is authorized to act on behalf of the municipality named in the foregoing \_\_\_\_\_, that he has executed the foregoing instrument on behalf of the municipal entity with full authority to do so, and that he executed the foregoing instrument on behalf of the municipal entity for the uses and purposes set forth therein.



SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of June, 2014.

\_\_\_\_\_  
Signature of Notary Public – State of  
Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

\_\_\_\_\_  
Wayne Slaton  
MAYOR

Attest:

\_\_\_\_\_  
Marjorie Tejeda  
TOWN CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY