

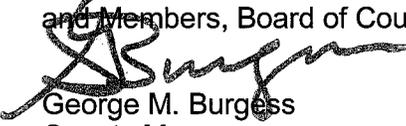
Memorandum



Date: June 21, 2005

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 14(A)(2)

From: 
George M. Burgess
County Manager

Subject: Lease Agreement at 10855 S.W. 72 Street, Bays 21 & 22, Miami,
with Sunset Owners, L.P. for the Miami-Dade Public Library System
Property # 4030-00-00

The attached Lease Agreement has been prepared by the General Services Administration at the request of the Miami-Dade Public Library System and is recommended for approval.

PROPERTY: Sunset Strip Plaza, 10855 S.W. 72 Street, Bays 21 & 22, Miami

OWNER: Sunset Owner, L.P., a Delaware Limited Partnership

COMPANY PRINCIPALS: General Partner
Sunset Owner GP, Inc., a Florida Corporation
Alan L. Gordon, Executive Vice President

USE: 2,950 square feet of air-conditioned storefront space.

JUSTIFICATION: The Miami-Dade Public Library System wishes to expand its services to the Southwest Miami-Dade community by opening a mini-library in the area to facilitate the educational and informational needs of community residents. The site is a storefront space with excellent visibility and ample parking.

The Miami-Dade Public Library System is in the midst of a ten-year library expansion program that includes the construction of ten new libraries over the next ten years and the opening of eight mini-libraries (2,500 – 3,000 square feet) in leased facilities over the next four years.

LEASE TERM: Five years, with one additional five-year renewal option period.

RENTAL RATE: Annual base rent is \$59,000.00, which is equal to \$20.00 per square foot. It is noted, however, that the landlord has agreed to give the County rent abatement during the first month of the lease, thereby, reducing the rental costs during the first twelve-month period to \$54,083.33. The annual base rent for the second, third, fourth and fifth years of the initial lease term, and each year of the renewal option period, shall increase by three percent (3%) per year.

The County agrees to pay an additional \$5.06 per square foot as its contribution toward common area maintenance (CAM) which includes real estate taxes and insurance for the first year of the initial lease term. The common area maintenance charge shall be adjusted by any increase in the County's proportionate share of the difference in real estate taxes and operating expenses over the base year.

FINANCIAL IMPACT:

The total financial impact for the first year of the lease agreement is estimated to be \$89,606.08, which is comprised of the following:

Annual base rent	\$54,083.33
Common Area Maintenance	\$13,683.08
Phones/Data Installation	\$ 3,500.00
Utilities: Electricity	\$ 6,638.00
Janitorial/Custodial	\$ 7,375.00
Lease Management	<u>\$ 4,326.67</u>
Total Estimate	\$89,606.08

LEASE CONDITIONS:

The County is responsible for electricity, HVAC maintenance, janitorial, custodial and exterminating services. The Landlord is responsible for water, trash disposal, the exterior of the building, including all HVAC repairs, electrical and plumbing lines, the roof, parking area and landscaping.

EFFECTIVE DATES:

Commencing upon the effective date of the resolution of the Board of County Commissioners that approves this lease agreement, acceptance of leased space following the completion of alterations, and terminating five (5) years thereafter.

CANCELLATION:

Tenant may cancel the lease at any time after the thirty-sixth (36th) month of the initial lease term by (a) giving Landlord ninety (90) days prior written notice; and (b) paying the Landlord the remaining balance of tenant improvement build-out costs amortized over a sixty (60) month period not to exceed \$50,000.00.

FUNDING SOURCE:

Library Taxing District. This item has been budgeted by the Miami-Dade Public Library System.

**OTHER PROPERTIES
EVALUATED:**

9040 Sunset Drive - \$22.00 psf plus operating expense.
9260 Sunset Drive - \$21.00 psf plus operating expense.
9350 S. Dixie Hwy. - \$24.00 psf plus operating expense.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: June 21, 2005

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 14(A) (2)

Veto _____

06-21-05

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 10855 S.W. 72 STREET, BAYS 21 & 22, MIAMI, WITH SUNSET OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR PREMISES TO BE UTILIZED BY MIAMI-DADE COUNTY FOR A MINI-LIBRARY, UPON PROPER EXECUTION BY SUNSET OWNER, L.P.; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement between Miami-Dade County and Sunset Owner, L.P., a Delaware Limited Partnership, for premises to be utilized by the Miami-Dade Public Library System for a mini-library, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County, upon proper execution by Sunset Owner, L.P.; and authorizes the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Dorin D. Rolle
Katy Sorenson
Sen. Javier D. Souto

Dr. Barbara Carey-Shuler
Carlos A. Gimenez
Barbara J. Jordan
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of June, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. Hbz

Hugo Benitez

By: _____
Deputy Clerk

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2005, by and between SUNSET OWNER, L.P., a Delaware Limited Partnership, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

2,950 usable square feet of air-conditioned storefront space, Bays # 21 & 22 together with parking in common with other tenants, at Sunset Strip Plaza, 10855 S.W. 72nd Street, Miami, Florida (See Exhibit "A" attached hereto).

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years commencing the later of (1) the effective date of the resolution of the Board of County Commissioners approving this lease agreement, or (2) acceptance of leased space by TENANT, following the completion of alterations by LANDLORD, if any, which shall not be unreasonably withheld or delayed, herein defined as "Commencement Date," and terminating five (5) years thereafter for an annual base rent of Fifty Nine Thousand Dollars and 00/100 (\$59,000.00) for the first year, payable in equal monthly installments of Four Thousand Nine Hundred Sixteen Dollars and 67/100 (\$4,916.67), payable in advance on the first day of every month at Sunset Owner, L.P. c/o Loeb Partners Realty LLC, 521 Fifth Avenue, Suite 2300, New York City, New York 10175 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The rent for the second through the fifth years of the initial lease term, and any subsequent years, shall increase by three percent (3%) per year.

Property # 4030-00-00

Despite anything above the contrary, the County Resolution approving the Lease and its execution by the County shall take place no later than October 1, 2005. Should the deadline not be timely met, this Lease is withdrawn by LANDLORD without any further action, it shall not be open for acceptance and it shall be otherwise null and void. Any extension of the approval deadline shall be at the sole and complete discretion of the LANDLORD and shall be set forth in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
RENT ABATEMENT

Payment of rent by TENANT shall commence upon the rent commencement date, however, LANDLORD shall give TENANT for the first month one month's free rental. In this regard all rent for the first month shall be waived and no rent shall be due for the first month. Thereafter for the remaining balance of the first year of the Lease, TENANT shall pay rent computed as if made over twelve (12) equal monthly payments.

ARTICLE II
USE OF DEMISED PREMISES

TENANT shall use the Demised Premises for a Miami-Dade County Public Library and for no other use or purpose. TENANT's hours of operation shall be Monday, Wednesday, Thursday and Saturday 9:30 a.m. - 6:00 p.m., Tuesday 11:30 a.m.– 8:00 p.m., and closed on Friday, Sunday and legal holidays.

ARTICLE III
CONDITION OF DEMISED PREMISES

LANDLORD, at its own expense, shall cause the Demised Premises to be improved and suitable for usage by TENANT at the commencement of this Lease Agreement as specified in Article XXXII, "Improvements of the Demised Premises."

ARTICLE IV
UTILITIES

LANDLORD, during the term hereof, shall pay all reasonable and ordinary charges for water used by the TENANT incurred in the ordinary operation of its business. TENANT, shall pay all charges for electricity, and all other utilities used by the TENANT.

ARTICLE V
MAINTENANCE

LANDLORD agrees to provide and maintain in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building. LANDLORD shall further provide and maintain in good repair, the following:

- Plumbing and electrical lines, fixtures, and equipment.
- Trash and refuse disposal.
- Air-conditioning and heating equipment.
- Roof and roof leaks.
- Exterior windows, doors, and frames.
- Fire equipment, including inspection as required by applicable fire codes, not including portable fire extinguishers.
- Common areas, parking area and landscaping.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement the aforementioned maintenance.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after thirty (30) days' written notification to do so by TENANT, or commence the repairs within thirty (30) days after written notification if they can not reasonably be completed in thirty (30) days, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments

or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that which adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

TENANT shall be responsible for the interior of the Demised Premises including HVAC maintenance, janitorial, custodial and exterminating services.

ARTICLE VI
ALTERATIONS BY TENANT

Despite anything herein to the contrary, TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement.

ARTICLE VII
HEATING, VENTILATION, AND AIR CONDITIONING

LANDLORD acknowledges that it is responsible for providing at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air-conditioning system to cool and heat the entire Demised Premises uniformly.

ARTICLE VIII
HVAC MAINTENANCE

LANDLORD shall be responsible for all repairs or replacement of the HVAC units serving the Demised Premises. LANDLORD agrees to an HVAC inspection to be completed by the

TENANT's HVAC mechanic prior to commencement date of the Lease Agreement. TENANT shall provide LANDLORD with a written copy of the inspection report. Unless specifically stated in said report, TENANT, acknowledges that the HVAC system in its entirety, including ductwork and vents, is of a satisfactory capacity and condition except that should the current HVAC 7-ton unit be older than five (5) years and not in "good working condition," then the LANDLORD shall install two (2) new 4-ton HVAC condensing units. LANDLORD shall maintain new HVAC warranties on file and shall provide such warranties to TENANT should warranty work be necessary. TENANT shall be responsible for the monthly maintenance of the HVAC units. (See Exhibit "B" attached).

ARTICLE IX
PARKING AND GROUNDS

TENANT shall have the right to use the entire common areas and parking areas consistent with other tenants of the shopping center, and shopping center rules. TENANT shall have one parking space at the entrance of the Demised Premises reserved for dropping off books. Should it be determined by LANDLORD that this one parking space must comply with the ADA and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended, TENANT shall compensate LANDLORD for the cost of construction of said space including but not limited to ADA required signage, striping, curb cut, sidewalk and any other access modifications leading from said spot. To the extent that this provision is in conflict with Article XI, Article IX shall govern.

ARTICLE X
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the entire Demised Premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by the giving of written notice to the other.

However, if neither party shall exercise the foregoing right of cancellation within sixty (60) days after the date of such destruction or damage, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, TENANT shall be liable for rents only until the date of such fire, windstorm, or other casualty. In the event of partial destruction which shall not render the Demised Premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT shall be deprived of use and occupancy. TENANT shall not be liable for rent during such period of time, as the Demised Premises shall be totally untenable by reason of fire, windstorm, or other casualty.

ARTICLE XI
DISABLED INDIVIDUALS

LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

LANDLORD further warrants that the Demised Premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. LANDLORD covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force and set forth in Article IX.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within thirty (30) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period, then LANDLORD agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same

within a reasonable period thereafter.

LANDLORD recognizes and agrees that throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or library programs that operate from the leased Demised Premises. LANDLORD agrees that TENANT may, at TENANT's expense and subject to LANDLORD's prior reasonable approval, make such changes to the Demised Premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE XII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Demised Premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE XIII
SIGNS AND DROP BOX

Exterior signs shall be of the design and form of letter to be first approved by LANDLORD, and in accordance with local code and attached sign criteria, (See attached Exhibit "C" attached hereto), the cost of such signage and installation shall be paid by TENANT. LANDLORD shall grant TENANT the right to place electrical exterior signage at the Demised Premises and on the shopping center pylon, at the location to be approved by LANDLORD. LANDLORD shall provide the electrical outlet for such sign. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

At a specific location subject to LANDLORD's approval. LANDLORD shall allow and provide installation of a book-drop at or near the entrance or corner adjacent to the Demised Premises to the extent that same may be designed so as not to disturb the occupancy of another tenant.

ARTICLE XIV
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease Agreement.

ARTICLE XV
LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XVI
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the Demised Premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XVII
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said leased Demised Premises in as good condition as said Demised Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XVIII
INDEMNIFICATION AND HOLD HARMLESS

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XIX
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed. Despite the foregoing, any successor or assignee of the TENANT shall not be afforded the statutory protection of Section 768.28, Florida Statutes, unless such successor or assignee qualifies for such protection under the Statute.

ARTICLE XX
ASSIGNMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser,

including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement. Notwithstanding any law to the contrary, LANDLORD and TENANT agree that the rights created by this Lease Agreement shall not be subordinate to any other instruments affecting the Demised Premises, such as mortgages, subsequent purchase agreements, or encumbrances, whether presently in existence or later created or filed.

ARTICLE XXI
WAIVER OF LANDLORD'S LIEN

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

ARTICLE XXII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such

subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work, LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained herein shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XXIII
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond

TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, acts of war or terrorism or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXIV
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided however, that if the nature of the LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time thereafter bring an action for damages, termination, and/or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXV
RESPONSIBILITY FOR DAMAGE TO DEMISED PREMISES

Damages to the interior of the demised premises caused by negligence or willful misconduct of the TENANT or the TENANT's employees, agents, contractors, visitors and/or invitees shall be repaired or replaced by the TENANT. If the TENANT shall fail to perform its obligations to make such repairs after thirty (30) days' written notice from the LANDLORD, then the LANDLORD shall

have the right to make such repairs or replacements and any reasonable cost so incurred by the LANDLORD shall be paid by the TENANT, in which event such cost shall become additional rent payable with the installment of rent next becoming due under the terms of this Lease Agreement.

ARTICLE XXVI
DEFAULT OF TENANT

If the TENANT is in default under the terms, conditions, covenants and agreements herein, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to the TENANT by the LANDLORD (except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to the TENANT by the LANDLORD, and further, if the TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as the TENANT shall diligently prosecute such cure), then the LANDLORD may proceed with any remedy available at law in the State of Florida. All rights and remedies of the LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to the LANDLORD under applicable law.

ARTICLE XXVII
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT through its County Manager or his designee, is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option period, upon the same terms and conditions, except that the base rent shall be adjusted by an annual increase of three percent (3%) each year of the renewal option period, and by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement.

ARTICLE XXVIII
CANCELLATION

TENANT, through its County Manager or his designee, shall have the right to terminate this Lease Agreement, at any time after the thirty-sixth (36th) month of the initial lease term by (a) giving LANDLORD written notice of termination to be effective ninety (90) days after delivery; and (b) paying to LANDLORD the remaining balance of TENANT improvement build-out costs, previously amortized over a sixty (60) month period not exceeding \$50,000.00. In any event, the obligation of TENANT under subpart (b) of the previous sentence shall not exceed \$20,000.00, the amount that remains after three-fifths of the lease period has expired, (i.e., after thirty-six (36) months have elapsed), inclusive of any financing costs or other expenses.

ARTICLE XXIX
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by overnight, certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

TENANT:
Real Estate Management Section
Facilities and Utilities Management Division
General Services Administration
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
Sunset Owner, L.P.
Attention: Joseph S. Lesser
c/o Loeb Partners Realty LLC
521 Fifth Avenue, Suite 2300
New York City, New York 10175

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XXX
ENVIRONMENTAL QUALITY

A. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the leased Demised Premises as part of pest control services shall only be used in places of infestation as observed by TENANT or demonstrated by sticky traps or other such devices but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter the Demised Premises. LANDLORD encourages TENANT to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. TENANT shall give LANDLORD twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. TENANT shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

B. NOTICE OF RENOVATION OPERATIONS. LANDLORD or TENANT, as applicable shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow gases from chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT or another TENANT. The party and its designated contractor will use only nontoxic paint or other surface coatings, and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

ARTICLE XXXI
ADDITIONAL RENT
COMMON AREA MAINTENANCE, REAL ESTATE TAXES AND INSURANCE

The TENANT agrees to pay during the first year of the Lease ("Base Year") an additional Five Dollars and 06/100 (\$5.06) per square foot as its contribution towards: (a) common area maintenance that include, but is not limited to the costs for all forms of security, janitorial, landscaping, on-site

management, pest control, utilities and trash removal services for the common area (collectively, "CAM"): (b) insurance premiums for all risks, fire, casualty and liability: and (c) real estate taxes resulting in a total monthly cost of One Thousand Two Hundred Forty Three Dollars and 92/100 (\$1,243.92), which will be paid as additional rent for the first year of the initial lease term.

In the second (2nd) year through the fifth (5th) year of the initial terms of the lease, as well as any subsequent renewal option period, TENANT shall pay, as additional rent, an amount equal to TENANT's Base Year share of CAM, insurance and real estate taxes plus its proportionate share of the increase in CAM, insurance and real estate taxes, that exceed the Base Year. The "Base Year" shall be further defined as the calendar year commencing January 1, 2006.

"CAM" shall not include costs incurred in advertising, promotional costs or signs constructed specifically for individual tenants. The annual determination of the amount of CAM, insurance and real estate taxes shall be made by LANDLORD and is subject to audit by TENANT, at its own expense within six months of notification.

ARTICLE XXXII
IMPROVEMENTS OF THE DEMISED PREMISES

The requirements for the build-out of the Demised Premises are set forth in the LANDLORD's Architectural Plans for the TENANT, entitled Sunset Strip Plaza Library ("Plans"), with copies initialed by the parties hereto and incorporated herein by this reference as Exhibit "D." The Plans may be amended by TENANT, upon approval of LANDLORD. If there is a requirement change it will be stated in a work letter approved by both LANDLORD and TENANT and made part of the property file for documentation.

- A. LANDLORD'S WORK: Within fifteen (15) days of the County's approval and execution of the Lease, LANDLORD shall apply for a building permit to perform the work set forth in the Plans.
- B. LANDLORD shall substantially complete all work and improvements as set forth in the

Plans within ninety (90) calendar days of the issuance of a building permit. Issuance of a Certificate of Occupancy shall determine when substantial completion has occurred. Substantial completion shall occur notwithstanding the necessity to correct, adjust or complete certain items ("Punch-List" items), so long as such corrections, adjustments, or completions do not impede TENANT from using and occupying the Demised Premises for the purposes intended, as expressed in the TENANT's plans. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both parties. Rent Commencement under the terms of the Lease shall occur upon the issuance of the Certificate of Occupancy and TENANT taking possession of the Demised Premises.

1. LANDLORD must build two bathrooms, with ceramic tile, that meet ADA requirements and said bathrooms must have full public access. The restrooms can be side-by-side, adjacent to the back wall with door entrances at the side.
2. LANDLORD shall construct, (in the Karate Studio back area), a combination branch manager's office / staff break room approximately 440 square feet to include a kitchen sink/cabinet, counter top and cabinets, a glass window for supervision, and electrical outlets to accommodate necessary kitchen appliances (i.e. refrigerator, microwave).
3. LANDLORD to remove counter in Karate Studio side and knock out the dividing wall that separates the two bays all the way to the bathrooms; and knock out walls on the Karate Studio front office and entrance.
4. LANDLORD shall install double doors at the entrance of the Demised Premises.
5. LANDLORD shall use reasonable efforts to modify a shower area and install a janitor's closet with sink and mop sink. If not possible, then the janitor's closet will need to be relocated adjacent to the bathrooms.
- 6.. LANDLORD shall install new VCT flooring and floor molding placement design in

accordance with library specifications.

7. Increase lighting to measure 50 ft. candles throughout the Demised Premises.

8. LANDLORD shall replace stained or damaged ceiling tiles with new ceiling tiles throughout the Demised Premises.

9. LANDLORD shall allow the installation of a book-drop at the entrance or corner adjacent to the Demised Premises, and reserve one parking space for dropping of materials.

10. LANDLORD shall allow for the installation of an electrical exterior sign and LANDLORD shall provide the electrical outlet for said electrical exterior sign to be installed on the building cap over the front entrance of the Demised Premises.

11. LANDLORD shall paint entire suite in accordance with library specifications. (Usually 3 different colors).

12. LANDLORD shall ensure that all build-out materials are free of lead paint and asbestos.

13. LANDLORD shall install a water fountain for public access , under the current code requirements.

14. LANDLORD shall repair any existing or future roof leaks.

15. LANDLORD shall provide marquee space for signage to be installed at TENANT's expense.

16. LANDLORD to provide sufficient electrical outlets to support 20 computers as shown on plans, locations to be indicated at a later date.

C. LANDLORD shall not charge Tenant any construction supervision, management supervision, consultation, or other fees with respect to the construction of the improvements to the Demised Premises.

D. LANDLORD must deliver vacant possession of the Demised Premises.

ARTICLE XXXIII
CONSTRUCTION

- A. PLANS: In the event of any conflict or ambiguity between the terms of the Lease Agreement as they pertain to improvements and the Plans, the Plans, shall be paramount and controlling.
- B. ACCEPTANCE OF LANDLORD’S WORK: LANDLORD acknowledges that Rent Commencement shall be upon the issuance of the Certificate of Occupancy.
1. LANDLORD’S construction and repair obligation.
 2. Latent defects:
 3. “Punch-List” items
 4. Governmental requirements: and
 5. Other written representations of LANDLORD as set forth in this Lease Agreement.

ARTICLE XXXIV
HOLDOVER

If TENANT, with LANDLORD’S consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXXV
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

SUNSET OWNER, L.P.,
a Delaware Limited Partnership

By: SUNSET OWNER, L.P., INC.

WITNESS

WITNESS

By: _____
Alan L. Gordon (LANDLORD)
Executive Vice President

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

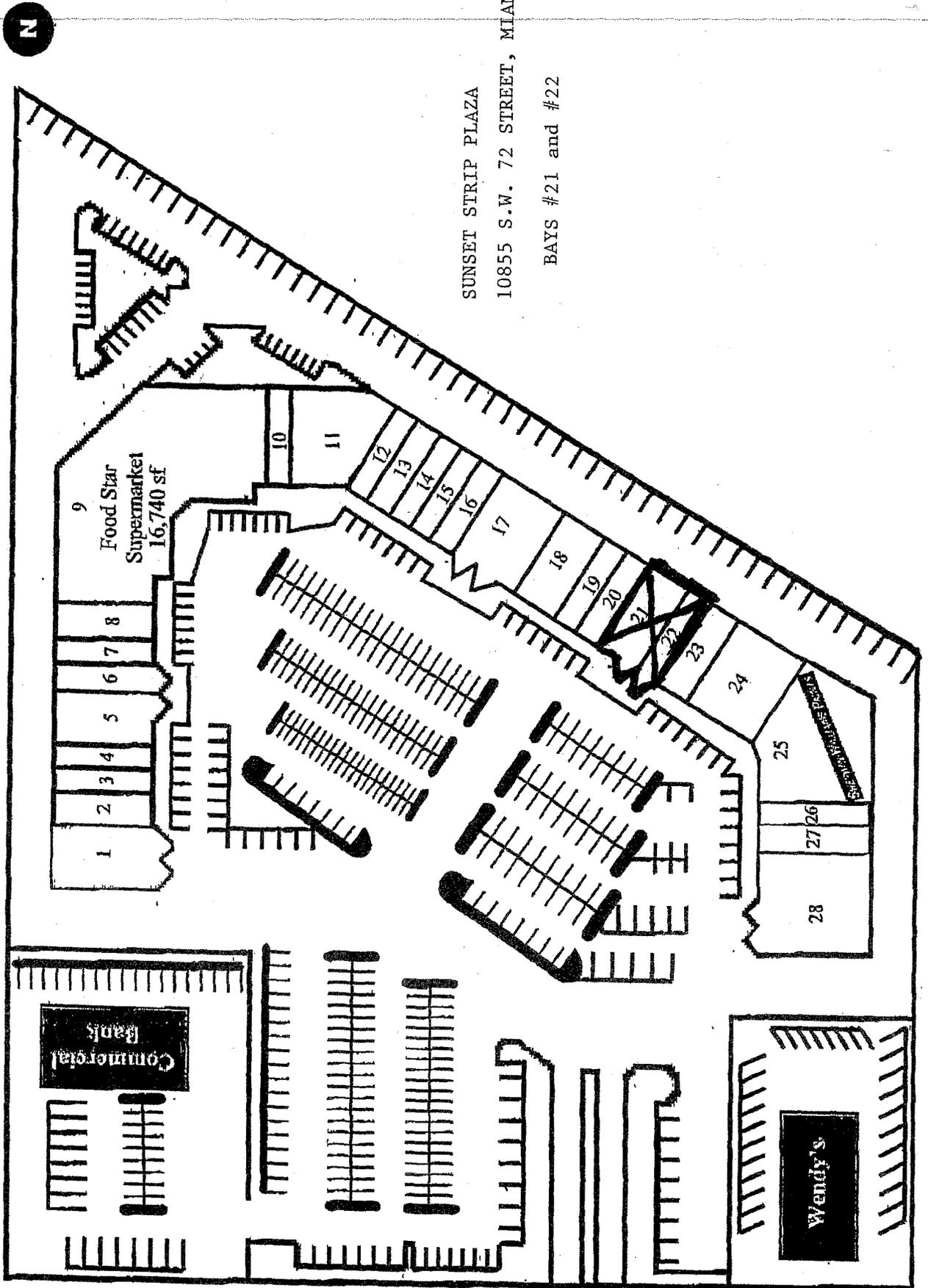
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
George M. Burgess (TENANT)
County Manager

25

EXHIBIT "A"



SUNSET STRIP PLAZA
10855 S.W. 72 STREET, MIAMI
BAYS #21 and #22

Sunset Drive (SW 72nd Street)

26

EXHIBIT "B"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. FILTERS - Applicable to all supply conditioned air to TENANT Demised Premises:
 - A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
 - B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.
- II. OUTSIDE AIR INTAKE - applicable on all central systems:
 - A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.
- III. TEMPERATURE AND HUMIDITY - Temperature 73-78 degrees - Humidity 50-60%:
 - A. ASHRAE generally accepted comfort zone for South Florida.
 - B. Check controls and verify temperature and humidity are at or near guidelines - monthly.
- IV. AIR HANDLER - Separate type or self contained in AC package unit as applicable:
 - A. Clean coils and check for leaks and loose connections - check quarterly.
 - B. Lubricate fan motors and check belts - quarterly.
 - C. Check air intake and exhaust - quarterly.
 - D. Check fan motors for overheating and vibration - quarterly.
 - E. Check structural frame for sturdiness - quarterly.
 - F. Check and clean contact points in switches - quarterly.
 - G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
 - H. Check, remove trash, and clean condensate drain and trap - quarterly.
- V. COMPRESSOR - Separate or self-contained in AC package unit as applicable:
 - A. Check for indication of leakage - monthly.
 - B. Check pressure and temperature - quarterly.
- VI. PUMPS as applicable:
 - A. Inspect belts for damage, tension, and alignment - quarterly.
 - B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
 - C. Check phase voltage and impeller - yearly.
- VII. COOLING TOWER as applicable:
 - A. Check water level - minimum monthly - prefer weekly.
 - B. Check oil level in gear reducers - monthly.
 - C. Check for leaks and excessive noise or vibration - monthly.
 - D. Check water quality/chemical treatment - monthly.
- VIII. BUILDING EXTERIOR:
 - A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.
- IX. CEILING TILES:
 - A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.
- X. SUPPLY AND RETURN AIR DUCTS:
 - A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

EXHIBIT "C"

SIGN CRITERIA

TENANT SPECIFICATIONS

It is advantageous to both Landlord and Tenant to have sign control to preserve uniformity, quality and character thereby maintaining aesthetic harmony throughout the Shopping Center. Therefore, prior to erecting any sign as required by the Lease, Tenant shall therefore conform with the following specifications:

1. SIGN SPECIFICATIONS

A. Each retail store sign is to be channel, internally illuminated block letters made of .040 inch anodized aluminum. Face is to be 3/16 inch clear acrylic face with inside face in colors of Tenant's choice.

B. Sign Size - All signs are to be rectangular and twenty-four (24") inches high. Length of sign to be a maximum of 70% of store frontage.

2. APPROVAL

A. General Storefront Criteria - Landlord shall have the specific right of approval of size, color and design of Tenant's storefront sign and Tenant hereby agrees that this approval should be absolute so as to preserve the dignity and decor of the Shopping Center.

B. The shop drawings (elevation and cross-section) to scale showing dimensions for Tenant's sign must be submitted to Landlord in duplicate for approval and no work is to commence until said approval is received by Tenant from Landlord. Information as to location, size, color, shall be supplied with drawings. Landlord approval shall not relieve Tenant from the duty of conformity with any and all governmental laws, regulations and inspections.

3. LOCATION AND PROJECTION OF TENANT'S SIGN

A. The sign shall not project more than four (4) inches from the wall surface designated for the mounting of signs.

B. Signs will be hung on the fascia of the soffit.

4. ERECTION AND REMOVAL OF TENANT'S SIGN

A. All work shall be done in a workmanlike manner by a certified sign builder.

B. Any damages to fascia shall be repaired by Tenant at Tenant's expense and to Landlord's satisfaction and approval.

C. All signs must bear the UL label and comply with governmental laws, codes and regulations.

D. Tenant's sign company must carry adequate insurance to cover any accident or damage.

E. No painting of any type will be permitted on fascia.

F. Transformers must be located behind the fascia wall above the canopy area.

G. Upon vacating the premises, Tenant shall remove sign and restore fascia to original condition at Tenant's expense, and to the satisfaction and approval of Landlord.