

# Memorandum



**Date:** June 3, 2008

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Lease Agreement at 1313 N.W. 36 Street, Fourth Floor, Miami  
for the State Attorney's Office  
Property # 3123-00-04

Agenda Item No. 8(F)(1)(D)

## RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing execution of a Lease Agreement at 1313 N.W. 36 Street, Fourth Floor, Miami, with Golden Sands Allapattah Corp., a Florida Corporation, for record storage and office space to be occupied by the State Attorney's Office. The attached Lease Agreement has been prepared by the General Services Administration at the request of the State Attorney's Office.

**PROPERTY:** 1313 N.W. 36 Street, Fourth Floor, Miami

**COMMISSION DISTRICT:** 3

**COMMISSION DISTRICTS IMPACTED:** Countywide

**OWNER:** Golden Sands Allapattah Corp., a Florida Corporation

**COMPANY PRINCIPALS:**

Peter Fedele - President	50%
Mary Maguire - V. President	10%
John Fedele - Director	10%
Howard Gershuny - Director	20%
Ken Fedele - Director	10%

**OWNER'S TRACK RECORD:** The County has no record of negative performance issues with Golden Sands Allapattah Corp.

**USE:** 9,073 rentable square feet of air-conditioned office and storage space (the majority is storage space).

JUSTIFICATION:

The State Attorney currently occupies 34,646 square feet of office and record storage space at this location for a total combined annual amount of \$500,576.86:

- 16,500 square feet on the second floor at an annual rental of \$222,750.00 (\$13.50 per square foot) and reimbursement for furnishing and installing shelving system at an annual amount of \$19,972.20 (\$1.21 per square foot).
- 9,073 square feet on the third floor at an annual rental of \$128,927.33 (\$14.21 per square foot).
- 9,073 square feet on the sixth floor at an annual rental of \$128,927.33 (\$14.21 per square foot).

In addition, the County is responsible for janitorial and custodial services plus its pro-rata share of any increase in Real Estate Property Taxes over the base year 2006. This space has become insufficient to meet the program's need due to the amount of records that are currently being stored at this location. The program can no longer accept additional records.

This proposed lease will add 9,073 square feet of space allowing the State Attorney's Record Center to accept additional records. The expansion of this additional space will alleviate the overcrowded storage areas on the second, third and sixth floors.

LEASE TERM:

Five years with one additional two-year renewal option period.

EFFECTIVE DATES:

Commencing upon approval by the Board of County Commissioners and acceptance of leased space and terminating five years thereafter.

RENTAL RATE:

Annual base rent for the first year of the initial lease term is \$137,002.32, which is equal to \$15.10 per square foot. The annual rent for the second through fifth lease years and any renewal thereof shall be subject to a three percent increase each year over the prior year's base rent.

The Ad Valorem Real Estate Taxes are currently estimated at \$2.15 per square foot, which is equal to \$19,506.96 on an annual basis and is deemed additional rent and shall be paid together with the monthly base rental payments. The County is also responsible for reimbursing the landlord for tenant improvements, which shall not exceed \$188,349.07. This cost will be amortized over the initial five year term and will be paid as additional rent at a rate of approximately \$4.15 per square foot, which equals \$37,669.81 annually.

**FINANCIAL IMPACT:**

The total financial impact for the first lease year is estimated to be \$250,503.68, which is comprised of the following:

**First Year Occupancy Cost:**

	<u>Total Dollars</u>	<u>PSF</u>
<u>Annual Base Rent:</u>		
Annual Base Rent	\$137,002.32	\$15.10
 <u>Direct Expense:</u>		
Ad Valorem Real Estate Taxes:	\$ 19,506.96	\$ 2.15
Janitorial & Custodial Services:	<u>\$ 13,609.50</u>	<u>\$ 1.50</u>
Total Base Rent:	<u>\$170,118.78</u>	<u>\$18.75</u>
 <u>Indirect Expense:</u>		
Tenant Improvements		
at \$4.15 psf:	\$ 37,669.81	(First year)
Lease Management Fee: (4%)	\$ 5,480.09	
Phone & Data Installation:	<u>\$ 37,235.00</u>	
<b>Total Cost to County, first year:</b>	<b>\$250,503.68</b>	

**LEASE CONDITIONS:**

The Landlord is responsible for electricity, water, waste disposal services, HVAC maintenance and repairs, exterior of the building, roof, plumbing lines, electrical lines, fixtures, equipment, common areas, parking area, landscape area and surrounding realty. The County is responsible for janitorial and custodial services in the demised premises. The County will be responsible for the November discounted amount of its pro-rata share of 13.9% of any increase in Ad Valorem Real Estate Taxes over the base year of 2008. The County is responsible for reimbursing the Landlord for the tenant improvements to be paid on a monthly basis, which is equal to \$4.15 per square foot on an annual basis and shall not exceed \$188,349.07.

CANCELLATION: The County may cancel the lease agreement, or any portion thereof, at any time after the thirty-sixth (36th) month of the initial lease term by (a) giving Landlord sixty (60) days prior written notice; and (b) paying the Landlord the remaining balance of tenant improvement costs amortized over a sixty (60) month period not to exceed \$188,349.07.

FUNDING SOURCE: General Fund. This lease has been budgeted in the operating budget of the State Attorney's Office.

OTHER PROPERTIES EVALUATED: 1399 N.W. 17 Avenue - \$24.00 per square foot (net of electric and janitorial services) - Limited amount of available space.  
2700 N.W. 36 Street - \$19.00 per square foot (net of electric and janitorial services) - Limited amount of available space.

LEASE MONITOR: Linda Weber, Real Estate Officer

DELEGATED AUTHORITY: Authorizes the County Mayor or his designee to execute the lease agreement with Golden Sands Allapattah Corp., to exercise the cancellation provision, and the one additional two-year renewal option period. The County has the option to take additional available space in the building without prior Board approval.

  
\_\_\_\_\_  
Director  
General Services Administration



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** June 3, 2008

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(1)(D)

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. 8(F)(1)(D)

Veto \_\_\_\_\_

6-3-08

Override \_\_\_\_\_

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

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 1313 N.W. 36 STREET, MIAMI, WITH GOLDEN SANDS ALLAPATTAH CORP., A FLORIDA CORPORATION, FOR PREMISES TO BE UTILIZED BY THE STATE ATTORNEY'S OFFICE FOR ITS RECORD CENTER; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE 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 Golden Sands Allapattah Corp., a Florida Corporation, for premises to be utilized by the State Attorney's Office for its Record Center, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee 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:

Bruno A. Barreiro, Chairman  
Barbara J. Jordan, Vice-Chairwoman  
Jose "Pepe" Diaz  
Carlos A. Gimenez  
Joe A. Martinez  
Dorrin D. Rolle  
Katy Sorenson  
Sen. Javier D. Souto  
Audrey M. Edmonson  
Sally A. Heyman  
Dennis C. Moss  
Natacha Seijas  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Monica Rizo

## LEASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between GOLDEN SANDS ALLAPATTAH CORP., a Florida Corporation, 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:

9,073 rentable square feet of air-conditioned storage/office space located at 1313 N.W. 36 Street, 4<sup>th</sup> Floor, Miami, Florida 33142 together with four (4) reserved parking spaces located in the main parking lot on the east side of the property adjacent to the demised premises. (See Exhibit "A" attached hereto).

The Building's square footage is 65,262 rentable square feet, of which 9,073 square feet of usable square feet is to be occupied by TENANT as the demised premises. The ratio of rentable square footage to usable square footage in the Building is presently zero (0%) (the "Factor"), which results in a rentable square footage in the Premises of 9,073.

The terms "rentable" and "usable" square footage (or area) shall have the meanings ascribed to them by the Building Owners and Managers Association International (BOMA) as the "American National Standard", as amended and in effect at the time of the execution of this Lease. Rentable area for the Premises and the Building shall be recomputed upon completion of the Building and/or the Premises. The respective rentable areas of the Premises, the Building and the Factor shall be certified by a licensed architect or engineer or by a duly qualified measurement specialist by the LANDLORD upon completion of the Building and the Premises. TENANT shall have the right to independently review and measure the Premises and the Building upon TENANT's taking of possession of the Premises. If there is a dispute as to the respective rentable areas the Premises, the Building and the Factor, and the parties cannot resolve any differences, the parties agree to have their respective measurement experts appoint an independent third party certified expert, either licensed architect or engineer or duly qualified measurement specialist to arbitrate and make a final determination as to the final rentable square footage areas and the Factor and the parties agree to be bound by said determination of the third party independent measurement expert.

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The calculation of the Rentable areas of the Premises and the Building shall be adjusted from time to time to reflect any structural change or change in the amount of the common areas of the building, or any change in use or function of any part of the Building. The Landlord shall furnish to Tenant notice of such recalculations as soon as they occur. The methodology of dispute resolution set forth above shall be applicable to any rentable areas of the respective premises and Building and the Factor.

TO HAVE AND TO HOLD unto the said TENANT for a term of Five (5 ) years, commencing on the later of, (1) the effective date of the resolution of the Board of County Commissioners approving this lease agreement, or (2) the acceptance of leased space by TENANT, following the completion of alterations by LANDLORD, if any, which shall not be unreasonably withheld or delayed (the "Commencement Date"), and terminating Five (5) years thereafter for an annual base rent of One Hundred Thirty Seven Thousand Two Dollars and 32/100 (\$137,002.32), payable in equal monthly installments of Eleven Thousand Four Hundred Sixteen Dollars and 86/100 (\$11,416.86). TENANT agrees to pay LANDLORD rent, payable in advance on the first day of every month at 2500 N.W. 39 Street, Miami, Florida 33142 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 October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year. Annual base rent for the second, third, fourth and fifth years of the initial lease term shall be adjusted by a three percent (3%) increase each year over the prior year's base rent.

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

**ARTICLE I**  
**USE OF DEMISED PREMISES**

The area of the demised premises shall be used by TENANT for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

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**ARTICLE II**  
**CONDITION OF DEMISED PREMISES**

LANDLORD, at its own expense, shall cause the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement, subject to the provisions of ARTICLE XVIII, "Improvements of the Demised Premises."

Subject to the above, TENANT hereby accepts the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of the term of this Lease Agreement, after completion of alterations and acceptance by TENANT.

**ARTICLE III**  
**UTILITIES**

LANDLORD, during the term hereof, shall pay all charges for water, waste disposal services, and electricity used by TENANT.

**ARTICLE IV**  
**MAINTENANCE**

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

- Plumbing and electrical lines, fixtures, and equipment;
- Trash and refuse disposal;
- Custodial care of all parking areas;
- Common area janitorial and custodial services;
- Custodial care of all structural elements of the building and all common areas;
- Halls, stairways, elevators, and lavatories;
- Air-conditioning and heating equipment;
- HVAC Maintenance referenced in Exhibit B, "HVAC Preventative Maintenance";
- Interior and exterior exterminating services;
- Roof and roof leaks;
- Windows, doors, and frames;
- Fire equipment, including inspection as required by applicable fire codes.

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 during working hours the aforementioned maintenance, trash disposal, janitorial, custodial services and services described above.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, 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, if 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 janitorial and custodial services other than the above described items.

#### **ARTICLE V** **ALTERATIONS BY TENANT**

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. Subject to the above, removable partitions installed by TENANT within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof. Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall

reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed-upon with the LANDLORD for such services.

**ARTICLE VI**  
**DESTRUCTION OF DEMISED PREMISES**

In the event the demised premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and demised premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the demised premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the demised premises be untenable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the demised premises which do not render the demised premises untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

**ARTICLE VII**  
**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

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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 those requirements at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

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 programs which operate from the demised premises. LANDLORD agrees that TENANT may, at TENANT's expense, 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 VIII**  
**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.

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**ARTICLE IX**  
**SIGNS**

Exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

**ARTICLE X**  
**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 sixty (60) days before the expiration of this Lease Agreement.

**ARTICLE XI**  
**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 by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE XII**  
**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.

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**ARTICLE XIII**  
**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 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 XIV**  
**INDEMNIFICATION AND HOLD HARMLESS**

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this AGREEMENT by the LANDLORD or its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its officers, employees, agents, and instrumentalities as herein provided.

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

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from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

**ARTICLE XV**  
**ASSIGNMENT OR SUBLET**

TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the demised premises without prior written consent of LANDLORD, which shall not be unreasonably withheld. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD.

**ARTICLE XVI**  
**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.

**ARTICLE XVII**  
**NOTICES**

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

**TENANT:**

General Services Administration  
Real Estate Development Division  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128

**LANDLORD:**

Golden Sands Allapattah Corp.  
2500 N.W. 39 Street  
Miami, Florida 33142

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or

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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 XVIII**  
**IMPROVEMENTS OF THE DEMISED PREMISES**

A. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at its expense, shall complete and prepare the demised premises for TENANT's initial occupancy in good, workmanlike, and timely manner in accordance with the Architectural Plans, entitled "State Attorney's Record Storage, Fourth Floor Plans," copies of which are initialed by the parties hereto and incorporated herein by this reference as Exhibit "A." 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. LANDLORD reserves the rights, however:

1. to substitute materials of equivalent grade and quality when and if any material specified in the Plans shall not be readily and reasonably available;
2. to make changes necessitated by conditions met in the course of construction, provided that TENANT's approval of any such change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Plans); and
3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy.

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, and shall so notify both parties hereto. Improvements to the demised premises shall be deemed substantially completed when all work is done in accordance with the Plans 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 Plans. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both

parties.

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. TENANT has the right to inspect the premises during construction, and all work which is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

D. LANDLORD shall complete the following tenant improvements at TENANT's expense, which total cost will not exceed \$188,349.07. The TENANT agrees to reimburse the LANDLORD as "Additional Rent" for such tenant improvements, over the first sixty (60) months of the initial lease term. LANDLORD shall submit to TENANT an itemized invoice for the tenant improvement costs, such costs shall be subject to audit by TENANT. The tenant improvements consists of the following:

1. LANDLORD shall install security doors and necessary hardware.
2. LANDLORD shall install tile flooring throughout the demised premises.
3. LANDLORD shall install special light fixtures throughout the demised premises to co-inside with specialized shelving units.
4. LANDLORD shall upgrade and install electrical wiring to accommodate special light fixtures.
5. LANDLORD shall purchase, provide and install specialized shelving units, as requested and approved by the TENANT. The specialized shelving units shall not exceed \$128,349.07.

**ARTICLE XIX**  
**TERMINATION RIGHTS OF TENANT**

TENANT, through its County Manager or his designee, shall have the right to terminate this Lease Agreement, or any portion thereof, at any time after the 36<sup>th</sup> month of the initial term by (a) giving LANDLORD written notice of termination to be effective sixty (60) days after delivery; and (b) paying to LANDLORD the remaining balance of tenant improvement costs, previously amortized over a sixty (60) month period, not exceeding \$188,349.07. In any event, the obligation of TENANT under subpart (b) of the previous sentence shall not exceed \$75,339.67 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 XX**  
**OPTION TO TAKE SPACE IN BUILDING**

Provided this Lease Agreement shall be in full force and effect and TENANT shall not be in default in the payment of rent beyond any curative period, TENANT shall have the option from time to time to lease agreement any part of LANDLORD'S available space in the building upon the same then-current terms and conditions as the space initially leased by notifying LANDLORD in writing.

LANDLORD shall, at LANDLORD'S costs, provide to TENANT improvements equivalent to or better than LANDLORD'S WORK, as defined in ARTICLE XVIII and Exhibit "B," and deliver to TENANT possession of such space in the manner provided herein within ninety (90) days from such notice or such other date of occupancy in TENANT'S notice.

**ARTICLE XXI**  
**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 two (2) year renewal option period, upon the same terms and conditions, except that the base rental rate for the renewal option shall increase three percent (3%) each year of the renewal period, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT'S right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT'S failure to exercise the option.

**ARTICLE XXII**  
**ADDITIONAL RENT**  
**AD VALOREM REAL ESTATE TAXES**

The TENANT agrees to pay an additional Two Dollars and 15/100 (\$2.15) per square foot on an annual basis as its contribution toward Ad Valorem Real Estate Taxes, resulting in a total monthly cost of One Thousand Six Hundred Twenty Five Dollars and 58/100 (\$1,625.58), which will be paid as additional rent for the first year of the initial lease term upon the "Commencement Date" of the lease agreement currently at \$2.15 per square foot on an annual basis. The "Ad Valorem Real Estate Taxes" shall be deemed "Additional Rent" and shall be paid together with the monthly installment of base rent under the terms of the lease agreement. In the second, third, fourth and fifth years of the initial term of the lease, and any subsequent renewal option, TENANT shall pay its pro-rata share of any increase in Real Estate Taxes over the base year of 2008 upon presentation of paid bills. Ad Valorem Taxes shall mean, real estate taxes based on the November's discounted payment against the building. TENANT's pro-rata share is based on 9,073 square feet of leased space or 13.9% within the total square footage of the building which is 65,262 square feet.

**ARTICLE XXIII**  
**HEATING, VENTILATION, AND AIR-CONDITIONING**

LANDLORD acknowledges that it is responsible for providing and maintaining, at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire premises uniformly, and sufficient with TENANT's use of the demised premises.

**ARTICLE XXIV**  
**HVAC MAINTENANCE**

Without limiting the obligations of LANDLORD as set forth in ARTICLE IV of this Lease Agreement, LANDLORD shall be required to initiate and maintain a commercial HVAC system maintenance contract, or contracts, which shall call for regular maintenance and service to such systems in accordance with industry standards.

**ARTICLE XXV**  
**PARKING AND GROUNDS**

TENANT shall have four (4) reserved parking spaces located in the main parking lot on the east side of the property adjacent to the demised premises.

**ARTICLE XXVI**  
**CONDITIONS PRECEDENT TO COMMENCEMENT OF TERM**

The following conditions precedent must be satisfied prior to the Commencement Date:

A. TITLE: LANDLORD must own and hold fee simple title, without encumbrance, conditions, restrictions, or exceptions, except for encumbrance that LANDLORD has provided to TENANT for non-material matters which do not adversely and materially affect the use and enjoyment of the premises in the manner contemplated by TENANT.

B. VACANT POSSESSION: LANDLORD must deliver vacant possession of the demised premises.

C. PERMITS: LANDLORD shall obtain a Certificate of Occupancy for TENANT in order to allow TENANT to utilize all of the demised premises.

D. NON-DISTURBANCE AND FUNDING AGREEMENT: LANDLORD shall have obtained a Non-Disturbance Agreement from all lenders as provided in ARTICLE XXIX. In addition, LANDLORD agrees to set aside and fund the costs of LANDLORD'S WORK as set forth in ARTICLE XVIII within thirty (30) days of Lease Agreement approval by the Board of County Commissioners.

E. APPROVAL OF PLANS: TENANT'S Plans, Specifications, and Sign Drawings have been completely approved by LANDLORD and written evidence thereof shall have been received by TENANT within thirty (30) days of Lease Agreement approval.

F. GOVERNMENTAL APPROVAL: This Lease Agreement shall be authorized and approved by the appropriate authorities of Miami-Dade County.

G. LANDLORD'S WORK: LANDLORD shall commence LANDLORD'S WORK no later than thirty (30) days from approval by the Board of County Commissioners and shall have completed LANDLORD'S WORK within sixty (60) days of said commencement.

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The Lease Agreement shall be effective between the parties on the date the last party executes and delivers the Lease Agreement to the other party. Subject to all of the terms and provisions of this Lease Agreement, including without limitation ARTICLE XXVIII, in the event all of the conditions set forth herein have not been satisfied to the reasonable satisfaction of TENANT within a period of sixty (60) days following the execution of the Lease Agreement by TENANT and LANDLORD, then, in such event, TENANT shall have the option to declare the Lease Agreement void and of no further effect and TENANT shall be relieved of any obligations under the Lease Agreement upon delivery of notice of such election.

**ARTICLE XXVII**  
**CONSTRUCTION**

A. PLANS: In the event of any conflict or ambiguity between the terms of the Lease Agreement and the approved plans and specifications, the approved plans and specifications shall be paramount and controlling.

B. ACCEPTANCE OF LANDLORD'S WORK: LANDLORD acknowledges that TENANT's entry in the demised premises and commencement of rent shall be deemed an acceptance of LANDLORD'S WORK by TENANT, provided, however, that LANDLORD shall remain liable for:

1. LANDLORD's construction and repair obligations;
2. Latent defects;
3. "Punch-List" items;
4. Governmental requirements; and
5. Other representations of LANDLORD as set forth in this Lease Agreement.

**ARTICLE XXVIII**  
**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,

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TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

**ARTICLE XXIX**  
**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, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

**ARTICLE XXX**  
**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 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 terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, 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.

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**ARTICLE XXXI**  
**WAIVER**

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

**ARTICLE XXXII**  
**DEFAULT OF TENANT**

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if

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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 TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

**ARTICLE XXXIII**  
**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.

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**ARTICLE XXXIV**  
**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 here in 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

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material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

**ARTICLE XXXV**  
**SET-ASIDE FUNDS**

LANDLORD acknowledges that it has irrevocably earmarked and set aside available funds to complete all of LANDLORD'S WORK, to be exclusively used for the performance until completion of LANDLORD'S WORK, and agrees to so use the funds to perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of this Lease Agreement on LANDLORD's part to be performed in order to place TENANT in the exclusive possession of the demised premises.

**ARTICLE XXXVI**  
**LANDLORD'S RIGHT TO REPAIR**

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the demised premises upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the demised Premises during the exercise of any rights granted to LANDLORD herein. In the event that, because of the act or negligence of LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the demised premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the demised premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

**ARTICLE XXXVII**  
**ESTOPPEL CERTIFICATES**

LANDLORD and TENANT agree, at any time and from time to time, upon not less than sixty (60) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

- A. certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);
- B. stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;
- C. stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and
- D. stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by LANDLORD or TENANT or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein.

**ARTICLE XXXVIII**  
**AMENDMENT**

All amendments to this Lease Agreement must be in writing and signed by LANDLORD prior to submittal to the Board of County Commissioners.

**ARTICLE XXXIX**  
**ENVIRONMENTAL QUALITY**

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

- A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "HVAC System Preventive Maintenance For Leased Space" applicable to TENANT premises.
- B. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any

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buildout, changes, or repairs by LANDLORD involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by LANDLORD and the original test results shall be furnished to TENANT.

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the demised premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT or 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 TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT 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. LANDLORD 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.

D. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD 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 XL**  
**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

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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 XLI**  
**GOVERNING LAW**

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

**ARTICLE XLII**  
**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.

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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)

GOLDEN SANDS ALLAPATTAH CORP.,  
a Florida Corporation

Mariallis Seda  
WITNESS

Mary Jimenez  
WITNESS

By: John Fedele (LANDLORD)  
John Fedele  
Secretary

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Carlos Alvarez  
Mayor (TENANT)

Approved by the County Attorney as  
to form and legal sufficiency. \_\_\_\_\_

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## **EXHIBIT "B"**

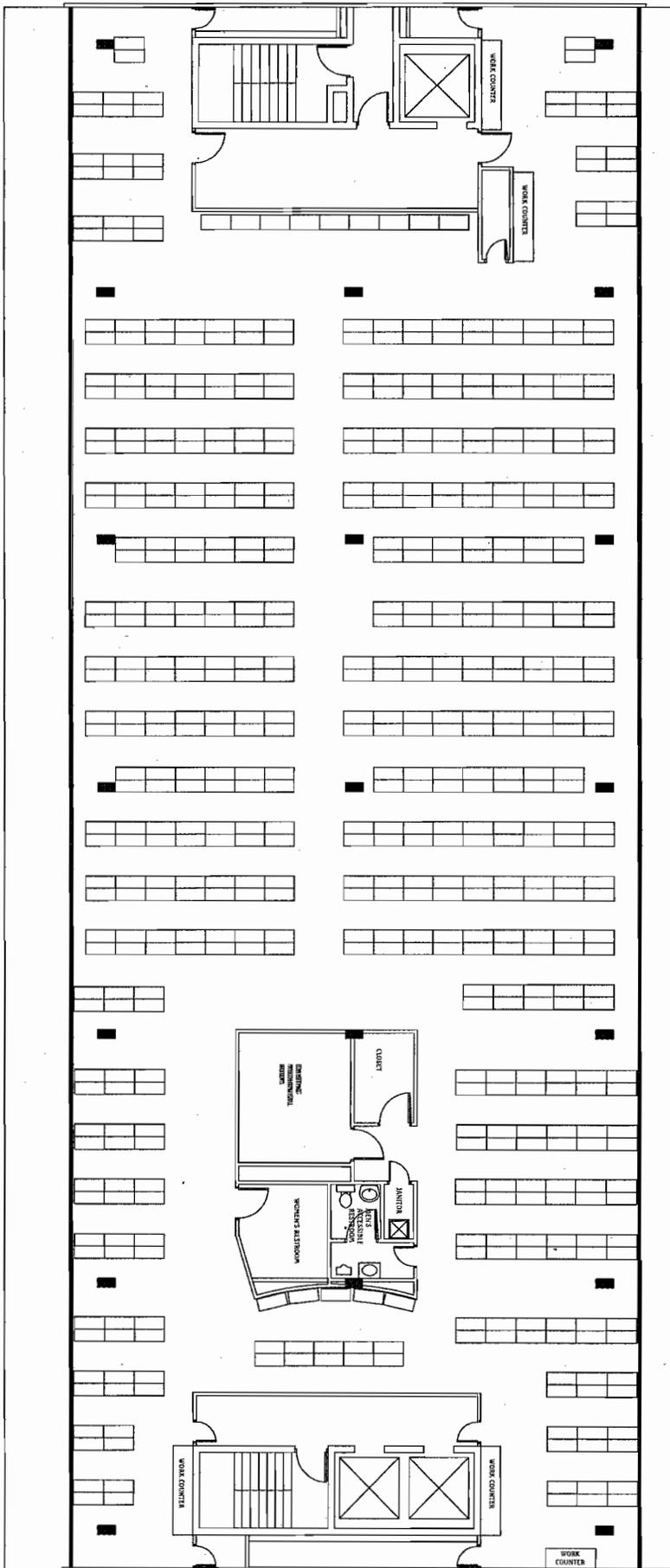
### **HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE**

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 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.

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EXHIBIT "A"



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1313 NW 36 STREET BUILDING FOURTH FLOOR - SHELVING LAYOUT-2

AREA = 9073.00 SQ. FT.

1/8" = 1'-0"