Memorandum

MIAMI-DADE COUNTY

Date: February 1, 2011

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

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

From: George M. Burgess
County Manager

Subject: Lease Agreement and Assignment of Lease Agreement with Market Square Properties Corporation, a Florida Corporation, for the State of Florida Department of Health, Miami-Dade County Health Department, for Property Located at 4737, 4739 and 4741 N.W. 183 Street, Miami
Property # 1107-00-00

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement and Assignment of Lease Agreement with Market Square Properties Corporation, a Florida Corporation, for the State of Florida Department of Health, Miami-Dade County Health Department for property located at 4737, 4739 and 4741 N.W. 183 Street, Miami. The attached Lease Agreement and Assignment of Lease Agreement have been prepared by General Services Administration at the request of the State of Florida Department of Health, Miami-Dade County Health Department.

PROPERTY:	4737, 4739 and 4741 N.W. 183 Street, Miami
COMMISSION DISTRICT:	1
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	Market Square Properties Corporation a Florida Corporation
COMPANY PRINCIPALS:	Morris Rapport - President Jeffrey Rosenberg - Vice President Carlos Waserstein - Treasurer
OWNER'S TRACT RECORD:	The County has no record of negative performance issues with Market Square Properties Corporation, a Florida Corporation.
USE:	2,700 square feet of air-conditioned store front space together with off-street parking in common with other tenants.
JUSTIFICATION:	This is not a new Lease Agreement. The State of Florida Department of Health, Miami-Dade County Health Department has been at this location since August 1, 2005 under State Lease No. 640:0262 and has a need to continue providing Women, Infant, and Children (WIC) services to Carol City and the surrounding northwest communities of Miami-Dade County.

WIC Programs provide free vouchers for nutritious foods as well as nutrition education for qualifying low-income pregnant and breast-feeding women and their infant and children up to age 5. Registered dieticians, social workers and public health nurses are available through the program.

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

EFFECTIVE DATES: Commencing on the later of (1) the passage of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement and Assignment of Lease Agreement or (2) April 1, 2011 and terminating March 31, 2016.

RENTAL RATE: Annual base rent for the first year of the initial term is $49,842.00, which is equal to $18.46 per square foot on an annual basis. Annual base rent for the second through the fifth lease year shall be increased by three percent (3%) each year, which is equal to the following: $51,337.32 or $19.01 per square foot on an annual basis for the second year, $52,877.40 or $19.58 per square foot on an annual basis for the third year, $54,463.68 or $20.17 per square foot on an annual basis for the fourth year, and $56,097.60 or $20.77 per square foot on annual basis for the fifth year.

FISCAL IMPACT: No County funds will be utilized. The total financial impact to the State of Florida Miami-Dade County Health Department for the first lease year is estimated to be $60,583.68, which is detailed below. The funding source is State Funds which have been budgeted by the State of Florida Department of Health, Miami-Dade County Health Department Trust Fund.

The First Lease Year of the Initial term:

	Total Dollars	PSF
Annual Base Rent:		
Annual Base Rent (Actual)	$49,842.00	$18.46
Direct Expense:		
Electricity	$ 5,643.00	$ 2.09
Water & Sewer	$ 675.00	$ .25
Waste Disposal Service	$ 2,430.00	$ .90
	$58,590.00	$21.70
Indirect Expense:		
Lease Management Fee (4%)	$ 1,993.68	
Total Cost to the State, First Year:	**$60,583.68**	

The total fiscal impact to the State of Florida Department of Health for the five year term and the five-year renewal option is estimated to be $694,524.

LEASE CONDITIONS:

The State of Florida Department of Health is responsible for electricity, water & sewer, waste disposal services and for janitorial and custodial services. The Landlord is responsible for the structure of the building, air-conditioning equipment, exterior of the building, plumbing and electrical lines, security services for grounds, parking lot areas, fire equipment, roof and roof leaks, all common areas and landscaping.

CANCELLATION PROVISION:

The State of Florida Department of Health may cancel the lease agreement, or any portion thereof, at any time, by giving Landlord sixty (60) days prior written notice.

CURRENT LEASE:

The current lease agreement was prepared and approved by the State of Florida, and is identified as Lease No. 640:0262 commencing August 1, 2005 and terminating July 31, 2010. On April 1, 2006, a lease modification by the State of Florida extended the term of this lease to expire on March 31, 2011. The current annual base rent is $49,842.00, which is equal to $18.46 per square foot on an annual basis.

COMMENTS:

State law and administrative procedure permits the State of Florida, Department of Health, Miami-Dade County Health Department to lease space through Miami-Dade County. No County programs will operate from this leased location and no County funds will be expended for this program.

The resolution also authorizes the assignment of Lease Agreement to the State of Florida Department of Health in order to transfer all legal and financial responsibility to the State of Florida.

OTHERS PROPERTIES EVALUATED:

4815 N.W. 183 Street - $17.00 per sq. ft. – plus common area maintenance at $6.00 per sq. ft. Tenant is responsible for all utilities and relocation expenses.

18680 N.W. 67 Avenue - $20.33 per sq. ft. – Tenant is responsible for all utilities and relocation expenses.

MONITOR: Linda Weber, Real Estate Officer

DELEGATED AUTHORITY: Authorizes the County Mayor or County Mayor's designee to execute the lease agreement and assignment of lease agreement, exercise the one five-year renewal option period and cancellation provision.

Wendi J. Norris, Director
General Services Administration

MEMORANDUM
(Revised)

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

DATE: February 1, 2011

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

SUBJECT: Agenda Item No. 8(F)(1)(A)

Please note any items checked.

_____ **"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**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

5

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(A)
2-1-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT AT 4737, 4739 & 4741 NW 183 STREET, MIAMI, WITH MARKET SQUARE PROPERTIES CORPORATION., A FLORIDA CORPORATION, FOR PREMISES TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR ADMINISTRATIVE OFFICES, WITH TOTAL FISCAL IMPACT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH NOT TO EXCEED $694,524.00 FOR THE FIVE-YEAR TERM OF THE LEASE AGREEMENT AND INCLUDING THE FIVE-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S 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 and Assignment of Lease Agreement between Miami-Dade County and Market Square Properties Corporation, a Florida Corporation, for premises to be utilized by the State of Florida Department of Health for administrative offices, with total fiscal impact to the State of Florida Department of Health not to exceed $694,524.00 for the five-year term of the Lease Agreement including the five-year renewal option period, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or County Mayor's 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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of February, 2011. 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. MR

Monica Rizo

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2011, by and between MARKET SQUARE PROPERTIES CORPORATION, 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:

Approximately 2,700 square feet of air conditioned storefront space known as Las Villas Plaza, located at 4737, 4739 and 4741 N.W. 183 Street, Miami, 33055 together with off-street parking. (See Exhibit "A" attached hereto and made a part thereof).

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, and (2) April 1, 2011, (the "Commencement Date"), and terminating March 31, 2016, for and at a total base rental of Forty Nine Thousand Eight Hundred Forty-Two Dollars and 00/100 ($49,842.00), payable in twelve (12) equal monthly installments of Four Thousand One Hundred Fifty-Three Dollars and 50/100 ($4,153.50), payable in advance on twenty-third (23rd) day of every month at 1655 Drexel Avenue, Suite 208, Miami Beach, Florida 33139 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein.

Property # 1107-00-00

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 over the prior year's base rent. The annual rental payments for the initial lease term are as follows:

Term	Rate Per Square Foot	Annual Rent	Monthly Rent
Year 1	$18.46	$49,842.00	$4,153.50
Year 2	$19.01	$51,337.32	$4,278.11
Year 3	$19.58	$52,877.40	$4,406.45
Year 4	$20.17	$54,463.68	$4,538.64
Year 5	$20.77	$56,097.60	$4,674.80

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 the State of Florida Department of Health, Miami-Dade County Health Department's business, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

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.

ARTICLE III
UTILITIES

TENANT, during the term hereof, shall pay all charges for electricity, water & sewer and waste disposal services 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:

Repairs and replacement of light fixtures inclusive of
ballasts, bulbs and exit lights;
Plumbing and electrical lines, fixtures, and equipment;
Janitorial and custodial services of the common area;
Trash and refuse disposal;
Air-conditioning and heating equipment;
Roof and roof leaks;
Windows, doors, and frames;
Fire equipment, including inspection as required by applicable fire codes
Interior/Exterior exterminating services inclusive of ants and rodents;
All structural elements of the building;
All common areas;

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 (except for Saturdays, Sundays, and holidays) after 5:00 p.m. the aforementioned maintenance.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after fifteen (15) 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.

ARTICLE V
HEATING, VENTILATION & 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 VI
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, subject to TENANT's approval prior to LANDLORD's execution of industry standards referenced in Exhibit "B", "HVAC System Preventative Maintenance for Leased Space" attached hereto and made a part thereof.

ARTICLE VII
JANITORIAL AND CUSTODIAL SERVICES

TENANT at its sole cost and expense, shall perform or cause to be performed in the Demised Premises, on a daily basis during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 6:00 p.m., the janitorial and custodial services with respect to the Demised Premises.

ARTICLE VIII
LANDLORD'S WORK FOR THE DEMISED PREMISES

LANDLORD'S WORK: Subject to the terms, conditions and covenants of this Lease Agreement, LANDLORD, at its expense, shall provide all necessary permits for LANDLORD's WORK and shall substantially complete all work and improvements as set forth within ninety (90) days of the Commencement Date of this Lease Agreement, as follows:

- LANDLORD shall be responsible to repaint Demised Premises, with current paint color.
- LANDLORD shall be responsible to replace worn/damaged vinyl floor covering throughout the Demised Premises, installation to be scheduled with the TENANT.
- LANDLORD shall be responsible to clean and repair all broken light lenses throughout the Demised Premises.
- LANDLORD to remove and replace all stained/damaged ceiling tiles throughout the Demised Premises.

ARTICLE IX
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 thereof. 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 X
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 untenantable 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 untenantable, 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 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.

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 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

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 building because of or due to said signs shall be satisfactorily corrected or repaired by 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 thirty (30) 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 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

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 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.

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 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
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, as defined in Article XIII, "LANDLORD'S WORK FOR THE DEMISED PREMISES," 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 material alteration of the terms of this Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XXII
ASSIGNMENT AND CONSENT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH

LANDLORD agrees to assignment and delegation of all rights, duties and responsibilities of the Lease to the Florida Department of Health, Miami-Dade County Health Department. Pursuant to Florida Statues, Section 255.2502, the State of Florida's performance and obligation to pay under this contract is Contingent upon an annual appropriation by the Legislature. TENANT may assign this Lease Agreement or any part thereof or sublet all or part of the Demised Premises without prior written consent of LANDLORD. Any assignment or subletting shall be evidenced in writing to the LANDLORD. In the event of such assignment by TENANT to the State of Florida, TENANT shall be released and relieved from all liabilities and obligations to LANDLORD thereafter occurring under this Lease Agreement.

ARTICLE XXIII
TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or County Mayor's designee, shall have the right to terminate this Lease Agreement, or any portion thereof, at any time by giving LANDLORD at least sixty (60) days written notice prior to its effective date.

ARTICLE XXIV
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT through its County Mayor or County Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal period, upon the same terms and conditions except the base rental shall be increased by three percent (3%) each year of the renewal option period. TENANT must exercise its option to renew by providing LANDLORD with at least ninety (90) days prior written notice.

ARTICLE XXV
NOTICES

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

TENANT:
Real Estate Section
Real Estate Development Division
General Services Administration
111 NW First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
Market Square Properties Corporation
1655 Drexel Avenue
Suite 208
Miami Beach, Florida 33139

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 XXVI
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 the TENANT premises.

B. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any 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 the LANDLORD and the original test results shall be furnished to the 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 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 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 XXVII
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 XXVIII
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 XXIX
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.

ARTICLE XXX
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 owed 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 and 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 XXXI
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 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 that 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 XXXII
RADON GAS

The following notification is required by Florida law and is provided for your information: "Radon is a naturally occurring radioactive gas that, when it is accumulated in buildings in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

ARTICLE XXXIII
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 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)

MARKET SQUARE PROPERTIES CORPORATION,
a Florida Corporation

WITNESS Jeffrey Rosenberg

WITNESS

By: Morris Rapport
Morris Rapport, (LANDLORD)
President

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Carlos Alvarez (TENANT)
County Mayor

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

MARKET SQUARE PROPERTIES

N.W. 183rd ST. & 47th AVE, Miami, FL 33055

Las Villas Shopping Center

AVAILABLE	METRO PCS	SHOE STORE	LATIN RESTAURANT	TAX OFFICE	BOTANICA	WIC WOMAN'S & CHILDREN'S SERVICES	BARBER	BABY FOOD	CHINA EXPRESS REST.	AVAILABLE	AVAILABLE	AVAILABLE	PAWN	BEAUTY SUPPLY & $.99 STORE	AVON	BEAUTY PARLOR	RESTAURANT	CASA MARISCO REST.	AVAILABLE	AVAILABLE	AVAILABLE MEDICAL CTR	STORAGE	FOOD STORE

WIC 4737-41

WIC LOCATION AT MARKET SQUARE

NW 47 Ave.

EXHIBIT "A"

4757 2810'	(OUTPARCEL)
VILLAMAN TIRE	

Located on
Miami Gardens Drive
& NW 47 Ave.
1 Mile North of SR 826
1 Mile South of Dade-Broward Line

LEASING INFO: PLAZA DEVELOPMENT REALTY, INC. - GARY ROSENBERG
T: 305-673-5315 • F: 305-673-1308 • email: pdrgary@gmail.com

Please visit our website for leasing information:

www.plazadevelopment.com

27

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.

ACKNOWLEDGMENT

This is to acknowledge that the General Services Administration, Facilities and Utilities Management Division of Miami-Dade County, is acting as our Leasing Agent. It is understood that all leases for rental facilities will be facilitated by Miami-Dade County and approved by its Board of County Commissioners for the Miami-Dade County Health Department, a State agency, under the State of Florida Department of Health. This is to confirm that once a lease agreement is approved and properly executed by the Miami-Dade County Board of County Commissioners, the Miami-Dade County Health Department will be solely responsible for all legal obligations under the Lease Agreement, including but not limited to all rental payments and/or renovation costs due to the Landlord. Subject to the limitations of Florida Statute §768.28, if applicable, the State of Florida Department of Health, Miami-Dade County Health Department agrees to indemnify and hold harmless Miami-Dade County for all claims fees, assessments and legal obligation arising out of said leases.

As our Leasing Agent, Miami-Dade County shall be authorized to exercise renewal option cancellations and facilitate Amendments to all subject leases, on behalf of the State of [illegible] Department of Health, Miami-Dade County Health Department.

This Acknowledgment applies to all existing Leases that have been approved by the Mia[illegible] Board of County Commissioners for the State of Florida Department of Health, Mi[illegible] County Health Department.

STATE OF FLORIDA HEALTH DEPARTMENT
MIAMI-DADE COUNTY HEALTH DEPARTMENT

By: _____

Dr. Lillian Rivera, Director

Date: 8-14-09

Lease Agreement:

Address: 4737, 4739 and 4741 N.W. 183 Street, Miami, Florida 33055

Landlord: Market Square Properties Corporation, a Florida Corporation

Z:\Leasing\Tania\Leasing Exhibit - State of Florida Dept of Health.doc