

# Memorandum



Date: July 7, 2011

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

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

From: Alina T. Hudak  
County Manager

Subject: Lease Agreement with AMB – HTD Beacon Centre, LLC, a Florida Limited Liability Company, for Property located at 8343-8345 N.W. 12 Street, Doral for Commissioner Jose “Pepe” Diaz  
Property # 3034-00-02

## RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement located at 8343-8345 N.W. 12 Street, Doral, with AMB – HTD Beacon Centre, LLC, a Florida limited liability company, for Commissioner Jose “Pepe” Diaz. The attached Lease Agreement has been prepared by General Services Administration at the request of Commissioner Diaz.

PROPERTY: 8343-8345 N.W. 12 Street, Doral

COMMISSION DISTRICT: 12

COMMISSION DISTRICTS IMPACTED: Countywide

OWNER: AMB – HTD Beacon Centre, LLC, a Florida Limited Liability Company

COMPANY PRINCIPALS: Dennis E. Howarth , President  
Dennis Tarzian, Vice President, Treasurer, Director  
Christos Kombouras, Vice President  
Charles Baclet, Vice President, Director  
Kathleen Fritz, Secretary  
Kent Rockwell, Vice President, Secretary, Director

OWNERS’ TRACK RECORD: The County has no record of negative performance issues with AMB – HTD Beacon Centre, LLC., a Florida Limited Liability Company.

USE: 2,561 square feet of air conditioned office space together with off-street parking.

JUSTIFICATION: Commissioner Jose “Pepe” Diaz has a need to continue utilizing this facility as a district office. District 12 office has been at this location since 2002.

LEASE TERM: Four years plus one additional four-year renewal option period.

EFFECTIVE DATES: Commencing upon the passage of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement and terminating four years thereafter.

RENTAL RATE: The annual base rent for the first year of the initial term will be \$40,435.20, which is equal to \$15.79 per square foot on an annual basis. The annual base rent for the second through the fourth year of the initial lease term and the subsequent renewal option period shall be increased by 4% each year.

FISCAL IMPACT: The total fiscal impact for the first lease year is estimated to be \$51,222.86, which is calculated below. This expense has been budgeted in the County Commission's operating budget. Funding source: General Fund, Index Code: CCSTLT011295, sub-object 25511.

**First lease year of the initial term:**

<u>Annual Base Rent:</u>	Total Dollars	PSF
Total annual base rent	<u>\$40,435.20</u> \$40,435.20	\$15.79

Direct Expenses:

Electricity:	\$ 4,361.00	\$ 1.70
Janitorial & custodial:	\$ 3,201.25	\$ 1.25
Security alarm:	\$ 432.00	\$ .17
CAM:	<u>\$ 1,176.00</u>	<u>\$ .46</u>
	\$49,605.45	\$19.37

Indirect Expense:

Lease Management Fee: \$ 1,617.41  
 4% of annual base rent

**Total cost to County**  
**First lease year: \$51,222.86**

The total projected fiscal impact for the initial 4-year term of the lease and the 4-year renewal option period is \$460,443.54.

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LEASE CONDITIONS: The tenant will be responsible for electricity, janitorial and custodial services and security alarm. The landlord will be responsible for water and sewer, trash disposal, common areas maintenance, roof, roof leaks and the structure of the building.

CANCELLATION PROVISION: Tenant may cancel at anytime by giving landlord at least 60 days' written notice prior to its effective date.

CURRENT LEASE: The current lease agreement was approved by the Board on November 19, 2002 by Resolution No. R-1315-02. The lease commenced on December 1, 2002 for four years with one additional four-year renewal option period, and expired November 30, 2010. The lease was not previously renewed because Commissioner Diaz had made arrangements to relocate to another space within the building. The space proposed by the landlord required a complete build-out. Unfortunately, the actual build-out costs provided by the Landlord exceeded the County's expectations and budget, thus the need to remain in the existing space. The current lease has a holdover provision which allows the County to remain in the space on a month-to-month basis.

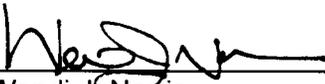
OTHER PROPERTIES EVALUATED: 1200 N.W. 78 Avenue – \$20.00 per square foot on an annual basis for a full service lease plus pass through expenses, estimated at \$5.00 per square foot on an annual basis, and moving expenses, phones and data. Tenant is responsible for security alarm and phone service.

7875 N.W. 12 Street – 22.00 per square foot on an annual basis for a full service lease plus moving expenses, phone and data. Tenant is responsible for security alarm, phone service and pass-through expenses ranging from \$6.00 to \$7.00 per square foot on an annual basis.

1400 N.W. 107 Avenue – \$23.00 per square foot on an annual basis for a full time lease, plus pass through expenses estimated at \$6.00 per square foot and moving expenses, phone and data. Tenant is responsible for phones and security alarm.

MONITOR: Margaret Araujo, Real Estate Officer

DELEGATED AUTHORITY: Authorizes the County Mayor or the County Mayor's designee to execute the attached lease agreement, exercise the cancellation provision and the additional four-year renewal option period.

  
\_\_\_\_\_  
Wendi J. Norris  
Director  
General Services Administration



# MEMORANDUM

(Revised)

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

**DATE:** July 7, 2011

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

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

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(1)(E)  
7-7-11

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

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 8343-8345 N.W. 12 STREET, DORAL, WITH AMB – HTD BEACON CENTRE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR PREMISES TO BE UTILIZED BY COMMISSIONER JOSE “PEPE” DIAZ AS A DISTRICT OFFICE, WITH A TOTAL FISCAL IMPACT TO THE COUNTY NOT TO EXCEED \$460,443.54 FOR THE INITIAL FOUR-YEAR TERM OF THE LEASE AND THE FOUR-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE 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 between Miami-Dade County and AMB – HTD Beacon Centre, LLC, a Florida limited liability company, for premises to be utilized by the County Commission as a district office, with a total fiscal impact to the County not to exceed \$460,443.54 for the initial four year term of the lease, plus the four year renewal option period, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor’s designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor’s designee to exercise any and all other rights conferred therein.

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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
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of July, 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

Approved by County Attorney as  
to form and legal sufficiency.



Martin W. Sybblis

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

**LEASE AGREEMENT**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between AMB HTD – BEACON CENTRE, LLC, a Florida limited liability company, 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 the LANDLORD the Demised Premises described as follows:

2,561 rentable square feet of air conditioned office space together with parking in common with other tenants at 8343 and 8345 N.W. 12 Street, Doral, Florida 33126

TO HAVE AND TO HOLD unto the said TENANT for a term of Four (4) years, commencing on the effective date of the resolution of the Miami-Dade County Board of County Commissioners approving this lease agreement, (the “Commencement Date”), and terminating four years thereafter, for an annual rental of Forty Thousand Four-Hundred Thirty-Five Dollars and 20/100 (\$40,435.20) payable in twelve (12) equal monthly installments of Three-Thousand Three-Hundred Sixty-Nine Dollars and 60/100 (\$3,369.60), payable in advance on the first day of every month at the following address:

**Landlord’s address  
for standard mail rent payments**

AMB HTD – Beacon Centre, LLC  
P.O. Box 6110  
Hicksville, New York 11802-6110

**Landlord’s address  
for overnight mail rent payments**

rCash Collect Processing Center  
Lockbox # 6110  
# 1 Underhill Road  
Glenhead, New York 11545

or at such other place and to such other person as LANDLORD may from time to time designate in

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writing, as set forth herein. The annual rental for the second, third and fourth lease year of the initial lease term and any subsequent renewal option period shall be increased by four percent (4%) each year.

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.

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 public.

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

TENANT hereby accepts the Demised Premises as is, and being in state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

**ARTICLE III**  
**UTILITIES**

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

- Plumbing and electrical lines, fixtures, and equipment;
- Trash and refuse disposal;
- Air-conditioning and heating equipment as per exhibit "A" attached hereto;

Sidewalk, parking lot and repair of all common areas;  
Roof and roof leaks;  
Windows, doors, frames and structure of the building;  
Fire equipment, including inspections 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 and any extension thereof, the aforementioned maintenance services.

Upon failure of the LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement and 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 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 (other than the above-described items) including that TENANT is responsible for janitorial and custodial services of the interior of the Demised Premises.

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

TENANT may not make any alterations, additions, or improvements 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.

**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 within sixty (60) days after the date of such damage or destruction LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition within no more than one hundred eighty (180) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs are not completed within one hundred eighty (180) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time prior to LANDLORD's completion of repairs, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises shall 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 LANDLORD or 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

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 restrooms, 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 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 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.

**ARTICLE IX**  
**SIGNS**

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of signage 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.

**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**

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 XV**  
**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 XVI**  
**ASSIGNMENT OR SUBLET**

TENANT may assign this Lease Agreement or any part thereof or sublet all or any part of the Demised Premises only with the prior written consent of LANDLORD, which shall not be unreasonably withheld. Any assignment or subletting shall be evidenced in writing in a form acceptable to the LANDLORD.

**ARTICLE XVII**  
**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.

**ARTICLE XVIII**  
**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

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mortgage entered into or executed subsequent to the date of this Lease 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 Lease 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 Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

**ARTICLE XIX**  
**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:**

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

**LANDLORD:**

AMB HTD – Beacon Centre, LLC  
C/O AMB Property, LP  
8323 N.W. 12 Street, Suite 108  
Doral, Florida 33126  
Attn: Property Manager for Beacon Centre

**With Copy To:**

AMB HTD – Beacon Centre, LLC  
C/O AMB Property  
60 State Street, Suite 1200  
Boston, Massachusetts 02119  
Attn: Christos F. Kombouras, Vice President

shall constitute sufficient notice to TENANT and written notice addressed to LANDLORD and mailed or delivered to the address as stated above, 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 XX**  
**OPTION TO RENEW**

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or the County Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1) additional four-year renewal option period upon the same terms and conditions, except that the rental rate shall be adjusted by four percent (4%) on an annual basis, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement. 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 XXI**  
**TERMINATION RIGHTS OF TENANT**

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

**ARTICLE XXII**  
**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 A, "HVAC System Preventive Maintenance For Leased Space" applicable to TENANT premises.

B. WATER QUALITY. LANDLORD shall, following any build-out, 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, 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 build-out or renovation of the demised space.

E. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department.

**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 Demised Premises uniformly, and sufficient with TENANT's use of the Demised Premises in accordance with Article IV.

**ARTICLE XXIV**  
**PARKING AND GROUNDS**

TENANT shall have the right to use the common areas and parking areas located on the property, to be shared in common with other tenants.

**ARTICLE XXV**  
**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, trade 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. In no event does TENANT's property include plumbing and electrical fixtures, heating, ventilation and air conditioning equipment, wall coverings, floor coverings, walls or ceilings, or any other fixtures not constituting trade fixtures.

**ARTICLE XXVI**  
**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 XXVII**  
**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 XXVIII**  
**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 the waiving party. 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 XXIX**  
**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 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 XXX**  
**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 not 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 reasonable 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), or electricity for more than three (3) 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 XXXI**  
**ESTOPPEL CERTIFICATES**

LANDLORD and TENANT agree, at any time and from time to time, upon not less than thirty (30) business days prior written request 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 XXXII**  
**AMENDMENT**

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

**ARTICLE XXXIII**  
**HOLDOVER**

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term of this Lease Agreement, 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 and subsequent months- 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.

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**ARTICLE XXXV**  
**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 XXXVI**  
**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 an instrument in writing signed by the parties, together with a 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)

AMB HTD – BEACON CENTRE, LLC  
a Florida limited liability company

By: AMB Property, L.P.  
a Delaware limited partnership, its sole member

By: AMB Property Corporation  
a Maryland corporation, its general partner

Elizabeth Ugoz  
WITNESS

By: Christos F. Kombouras  
Christos F. Kombouras  
Vice President

Michael Kelp  
WITNESS

(LANDLORD)

(OFFICIAL SEAL)

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

ATTEST:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Carlos Alvarez  
County Mayor

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

(TENANT)

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

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## EXHIBIT "A"

### 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.