Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(5)

Date: October 1, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement between Miami-Dade County and Point East One Condominium Corporation, Inc., Point East Two Condominium Corporation, Inc., Point East Three Condominium Corporation, Inc., and Point East Four Condominium Corporation, Inc., all Florida not-for-profit corporations, for the Miami-Dade Fire Rescue Department, Located at 2601 Point East Drive, Aventura, Florida - Lease No. 28-2210-000-0091-LO1

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Lease Agreement between Miami-Dade County (County) and Point East One Condominium Corporation, Inc., Point East Two Condominium Corporation, Inc., Point East Three Condominium Corporation, Inc., and Point East Four Condominium Corporation, Inc., all Florida not for profit corporations (Landlord), for the Miami-Dade Fire Rescue Department (MDFR), for the leasing of space located at 2601 Point East Drive, Aventura, Florida. More specifically, the resolution does the following:

- Authorizes the lease of 3,000 square feet of air-conditioned space that is used by MDFR for Fire Station 33; and
- Authorizes a lease term of five years, plus five additional five-year renewal option periods (total of 30 years).

Scope

The property is located in Commission District 4, which is represented by Commissioner Sally A. Heyman.

Fiscal Impact/Funding Souce

The total fiscal impact for the first year of the initial lease term will be $44,800. This amount is comprised of $35,000 in annual base rent (which is approximately $11.67 per square foot), $6,000 for electricity, $2,400 for water and waste disposal services, and a $1,400 lease management fee. The total projected fiscal impact for the possible 30-year term, including the initial five-year lease term, plus the additional five, five-year renewal option terms is estimated to be $1,769,170. The funding source is Miami-Dade Fire District funds.

Track Record/Monitoring

The County has no record of negative performance issues with the Landlord. Linda Weber, Real Estate Development Division, Internal Services Department is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement, and exercise the renewal and cancellation provisions.

Background

MDFR Station 33 has been at this location since 1998, with the original lease between the Landlord and the County approved by the Board through Resolution R-6-98. The current Lease is an assignment of the Lease between the City of Aventura and Point East One, Two, Three, and Four Condominium Associations, Inc. that expired on April 15, 2013. However, there is a month-to-month holdover clause that allowed the current Lease to remain in effect until Board approval of the recommended Lease Agreement.

Additional Lease details are as follows:

PRINCIPALS:	Point East One Condominium Corporation, Inc. Loren Hohman, President Teresita Nassar, Vice President Betty Mendoza, Secretary Idalia Yumart, Treasurer Harvey Hyman, Director Point East Two Condominium Corporation, Inc. Zena Gotto, President Anita Gilden, Vice President Jose Rodriguez, Treasurer Lois Martel, Director Louis Parsitsky, Director Point East Three Condominium Corporation, Inc. George Sedano, President Arthur Alexander, Vice President Rhea Unger, Secretary Rafael Mariotti, Treasurer Joel Stahl, Director Point East Four Condominium Corporation, Inc. Sally-Ann Findlay, President Claude Desjardins, Vice President Ghislaine Poirier, Secretary Anthony Zate, Treasurer Allen Markowitz, Director
JUSTIFICATION:	The MDFR has a need to continue utilizing this facility as a Fire Rescue Station.
LEASE TERM:	Five years, plus five additional five-year renewal option periods. If all renewal option periods are exercised, this lease can be for a total of 30 years.
EFFECTIVE DATES:	Commencing on the first day of the month following the effective date of the resolution approving the Lease Agreement, and terminating five years thereafter.
CURRENT RENTAL:	The current annual base rent is $35,000, which is equal to $11.67 per square foot on an annual basis.
RENTAL RATE:	The annual rent for the first year will be $35,000, or $11.67 per square foot on an annual basis. The annual base rent for the initial five-year lease term and the five additional five-year renewal option periods, was structured to increase by two percent per annum.
LEASE CONDITIONS:	The Landlord is responsible for the structural elements of the building, plumbing and electrical lines, roof, HVAC system, windows, doors and frames, structural floors, exterior walls, parking area, common areas, landscaping, walkways, all ad-

valorem real estate taxes, and any special assessments. The County is responsible for the electricity, and the water and waste disposal services. The services for which the County is responsible for are estimated at approximately $3.27 in the first year.

CANCELLATION PROVISION:

The County may cancel at any time by giving the Landlord 30 days written notice prior to its effective date.

OTHER PROPERTIES EVALUATED:

16348 NE 26 Avenue, North Miami Beach – $30.00 per square foot on an annual basis for a modified gross lease, plus electricity, and a prorated share of the building's real estate taxes and insurance.

2675 NE 188 Street, North Miami Beach – $10.50 per square foot on an annual basis for a triple net lease, plus utilities and operating expenses. The operating expenses are estimated to be $7.00 per square foot on an annual basis.

15801 Biscayne Boulevard, Aventura – $24.00 per square foot on an annual basis for a triple net lease, plus utilities and operating expenses. The operating expenses are estimated to be $5.00 per square foot on an annual basis.

Attachment

Genaro "Chip" Iglegias
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 1, 2013

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

SUBJECT: Agenda Item No. 8(F)(5)

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 Mayor'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)(5)
10-1-13

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND POINT EAST ONE CONDOMINIUM CORPORATION, INC., POINT EAST TWO CONDOMINIUM CORPORATION, INC., POINT EAST THREE CONDOMINIUM CORPORATION, INC., AND POINT EAST FOUR CONDOMINIUM CORPORATION, INC., ALL FLORIDA NOT-FOR-PROFIT CORPORATIONS, FOR PREMISES LOCATED AT 2601 POINT EAST DRIVE, AVENTURA, FLORIDA, TO BE UTILIZED BY MIAMI-DADE FIRE RESCUE DEPARTMENT AS A FIRE RESCUE STATION, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $1,769,170 FOR THE INITIAL FIVE-YEAR TERM OF THE LEASE AND THE ADDITIONAL FIVE, FIVE-YEAR RENEWAL OPTION PERIODS; 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 terms of the Lease Agreement between Miami-Dade County and Point East One Condominium Corporation, Inc., Point East Two Condominium Corporation, Inc., Point East Three Condominium Corporation, Inc., and Point East Four Condominium Corporation, Inc., all Florida not-for-profit corporations, for premises to be utilized by Miami-Dade Fire Rescue Department as a fire rescue station, with a total fiscal impact to Miami-Dade County estimated to be $1,769,170 for the initial five-year term of the Lease Agreement, and the additional five, five-

year renewal option periods, 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.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of October, 2013. 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. GBL

Geri Bonzon-Keenan

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2013 by and between POINT EAST ONE CONDOMINIUM CORPORATION, INC., POINT EAST TWO CONDOMINIUM CORPORATION, INC., POINT EAST THREE CONDOMINIUM CORPORATION, INC., AND POINT EAST FOUR CONDOMINIUM CORPORATION, INC., all Florida not for profit corporations, hereinafter collectively 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 3,000 square feet of air-conditioned space in the western portion of the building for a Fire Rescue Station located at 2601 Point East Drive, Aventura, Florida 33160, together with ten (10) designated parking spaces on the north side of the building. (See Exhibit "A" and Exhibit "B" attached hereto and made a part thereof).

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years, plus five (5) additional five-year renewal option periods commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date"), and terminating five years thereafter. The annual base rent for the first lease year shall be Thirty-five Thousand Dollars and 00/100 ($35,000.00), payable in twelve equal monthly installments of Two Thousand Nine Hundred Sixteen Dollars and 66/100 ($2,916.66), payable in advance on the first day of every month at 2895 Point East Drive, Aventura, Florida 33160 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual base rent for the second, third, fourth and fifth years of the initial lease term and any subsequent renewal option period shall be adjusted by a two percent (2%) increase each year, as follows:

Lease # 28-2210-000-0091-LO1

Year	Monthly Rent	Annual Rent	Per Square Foot
2	$2,975.00	$35,700.00	$11.90
3	$3,034.50	$36,414.00	$12.14
4	$3,095.19	$37,142.28	$12.38
5	$3,157.09	$37,885.13	$12.63

The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year on September 30. Therefore, October's payment may be delayed each year and LANDLORD is so acknowledging this fact without penalty to TENANT.

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

ARTICLE I
USE OF DEMISED PREMISES

The area of the premises shall be used by TENANT for the performance of County business by County departments, agencies and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public. LANDLORD acknowledges and agrees that TENANT's use of the premises shall be on a twenty-four (24) hour a day, year round basis and that such use may not be a typical use of the premises.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts 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 and waste disposal services, used by the TENANT.

ARTICLE IV
TAXES

LANDLORD shall be responsible for all ad valorem real estate taxes and any special assessments levied or assessed against the property and/or the Premises during the term of this Lease Agreement and any extension thereof.

ARTICLE V
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;
Common areas;
Halls, stairways, elevators, and lavatories;
HVAC System;
Roof and roof leaks;
Structural Columns, risers, heat & chilled water facilities;
Windows, doors, and frames;
Exterior Walls and floor;
Structural Floors;
Parking Area;
Landscaping, walkways and ground;
Exterminating Services;

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) during working hours the aforementioned services as described above.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from

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

TENANT shall be responsible for the interior of the demised premises including janitorial and custodial services, TENANT's alarm and monitoring systems, plumbing, water, air-conditioning controls and air distribution systems.

ARTICLE VI
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 office furniture and fixtures which are readily removable without injury to the demised premises) shall be and remain a part of the demised premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof. Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed-upon with the LANDLORD for such services.

ARTICLE VII
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 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 TENANT exercises its right of cancellation as set forth above.

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

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

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

ARTICLE IX
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 X
SIGNS

Exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of installation 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 prior to vacating the building.

ARTICLE XI
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 XII
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, or caused by the willful misconduct of TENANT, its agents or employees.

ARTICLE XIII
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 XIV
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 XV
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 the LANDLORD's negligence 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 $200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 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 XVI
ASSIGMENT 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 XVII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained here in shall not be altered or affected

by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this 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 XVIII
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 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
Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
Point East Council
2895 Point East Drive
Aventura, Florida 33160
Attention: President

LANDLORD agrees that written notice to Point East Council as set forth herein constitutes sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address as stated above, shall constitute sufficient notice to TENANT 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 five (5) additional five (5) year renewal option periods upon the same terms and conditions, except that the rental rate shall be adjusted each year of the renewal period with a two percent (2%) increase, as indicated herein, by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until sixty (60) 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, or any portion thereof, by giving LANDLORD at least thirty (30) days written notice prior to its effective date.

ARTICLE XXII
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.

ARTICLE XXIII
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 XXIV
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 XXV
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 XXVI
WAIVER

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

ARTICLE XXVII
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 XXVIII
LANDLORD'S RIGHT TO REPAIR

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

ARTICLE XXIX
AMENDMENT

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

ARTICLE XXX
ENVIRONMENTAL QUALITY

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

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

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

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

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

use only nontoxic paint or other surface coatings and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the build-out or renovation of the demised space.

ARTICLE XXXI
RADON GAS

Radon is a naturally occurring radioactive gas, that, when it has accumulated in a building in sufficient quantities, may present a health risk 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 may be obtained from your County public health unit.

ARTICLE XXXII
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 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
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)

POINT EAST ONE CONDOMIMUM CORPORATION, INC.,
a Florida not for profit corporation

WITNESS

WITNESS

By: _____
Loren Hohman, President (LANDLORD)

(CORPORATE SEAL)

POINT EAST TWO CONDOMINIUM CORPORATION, INC.,
a Florida not for profit corporation

WITNESS

WITNESS

By: _____
Zena Gotto, President (LANDLORD)

(CORPORATE SEAL)

POINT EAST THREE CONDOMINIUM CORPORATION, INC.,
a Florida not for profit corporation

WITNESS

WITNESS

By: _____
George Sedano, President (LANDLORD)

(CORPORATE SEAL)
(OFFICIAL SEAL)

POINT EAST FOUR CONDOMINIUM CORPORATION, INC.,
a Florida not for profit corporation

WITNESS

WITNESS

By: _____
Sally-Ann Findlay, President (LANDLORD)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

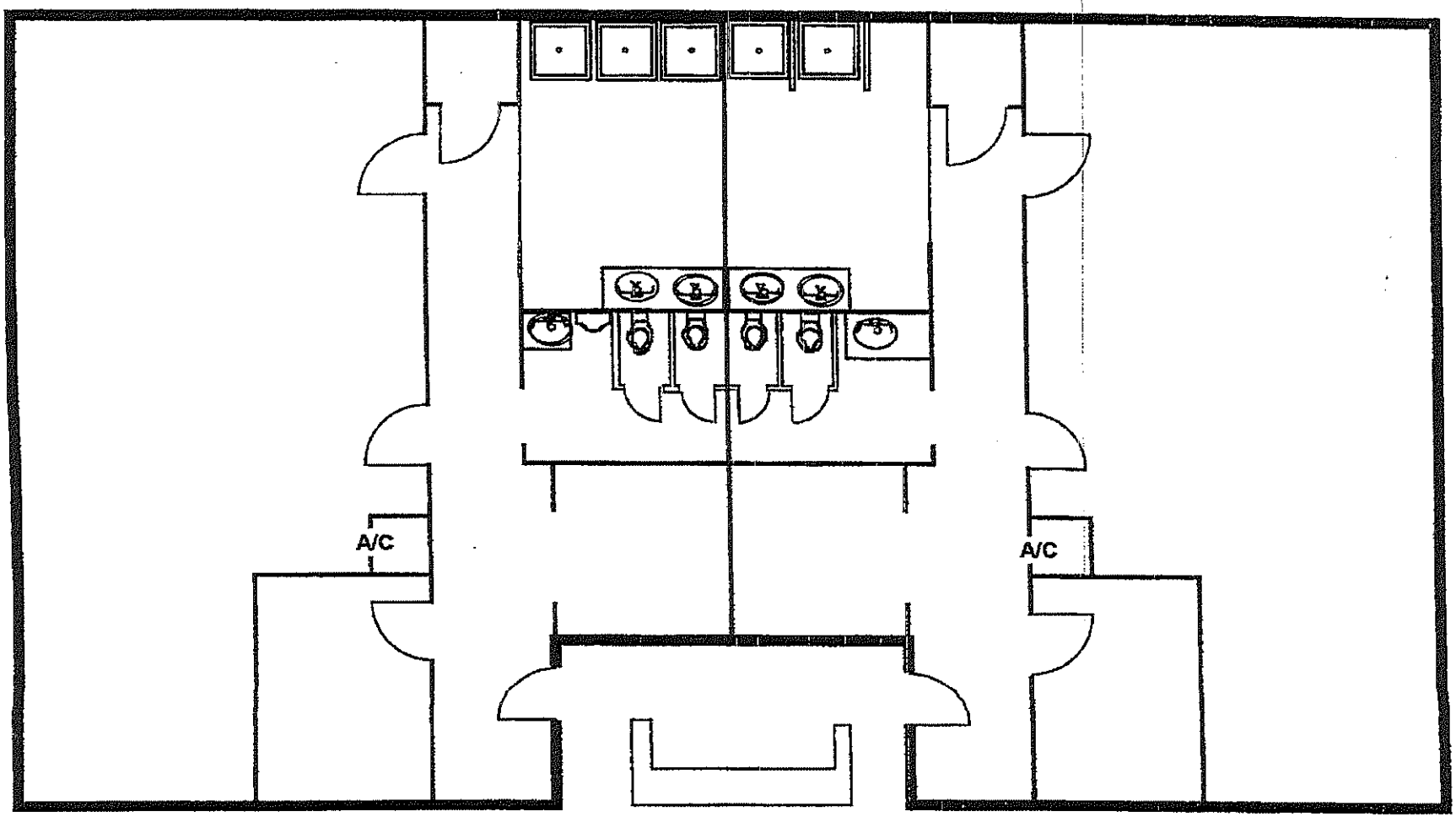
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Carlos A. Gimenez (TENANT)
Mayor

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

EXHIBIT "A"

Chain Link Fence 6'-0"
Fire Rescue Personnel Parking Area
WALK
Modified Ramp (ADAAG)
NEW RAMP
PAVILION
RAMP
RAMP
WALK
Canopy
for Rescue Vehicle
Sliding Gate
POINT EAST DRIVE



HEALTH PAVILLION
WEST WING
2601 Point East Drive

EXHIBIT "B"