

MEMORANDUM

Agenda Item No. 8(F)(2)


TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 30, 2015

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

SUBJECT: Resolution approving terms of
and authorizing execution by the
County Mayor of a Lease
Agreement between Miami-Dade
County and California Club Mall
Shopping Center, Ltd., a Florida
limited partnership, for premises
located at 700 Ives Dairy Road,
Miami, Florida, to be utilized by
the Miami-Dade Public Library
System for library and office
space, with a total fiscal impact
to the Miami-Dade Public
Library System estimated to be
\$4,415,544.00 for the initial five
year term of the lease and the
two additional, five year renewal
option periods

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



R. A. Cuevas, Jr.
County Attorney

RAC/smm

Date: June 30, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Lease Agreement between Miami-Dade County and California Club Mall Shopping Center, Ltd., a Florida Limited Partnership, for the California Club Branch Library Located at 700 Ives Dairy Road, Miami, Florida
Lease No. 30-1231-015-0030-L01

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the execution of a Lease Agreement between Miami-Dade County (County) and California Club Mall Shopping Center, Ltd. (Landlord), a Florida limited partnership, for the Miami-Dade Public Library System's California Club Branch located at 700 Ives Dairy Road, Miami, Florida. More specifically, the resolution does the following:

- Authorizes the leasing of an outparcel (i.e., a building lot separated from the strip mall) consisting of 4,400 square feet of air-conditioned space together with parking in common with other tenants; and
- Authorizes a lease term of five (5) years plus two (2), five-year optional renewal periods.

Scope

The property is located in County Commission District 1, which is represented by Commissioner Barbara J. Jordan.

Fiscal Impact/Funding Source

The total fiscal impact for the first year of the initial lease term is estimated to be \$234,025.08. This amount is comprised of \$168,000.00 in annual base rent (\$38.18 per square foot), \$22,285.08 for common area maintenance and real estate taxes, \$7,700.00 for electricity, \$2,640.00 for water and sewer, \$7,700.00 for janitorial and custodial services, \$4,500.00 for HVAC system maintenance, \$480.00 for alarm monitoring, \$14,000.00 for tenant improvements, and a \$6,720.00 lease management fee. The lease management fee, which amounts to four (4) percent of the base rent, will be paid by the Public Library System annually to the Internal Services Department for administration of the Lease Agreement.

The total projected fiscal impact for the five-year lease term, including the two (2), five-year optional renewal periods is estimated to be \$4,415,543.99. This estimated total also includes up to \$70,000.00 for tenant improvements as further explained in the Background Section of this transmittal memorandum. Library District funds is the funding source for the Lease Agreement expenses.

Track Record/Monitor

The County has no record of negative performance issues with the Landlord. This Lease was prepared by the Internal Services Department on behalf of the Miami-Dade Public Library System. Dirk Duval, of the Real Estate Development Division in the 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 all rights conferred therein.

Background

On July 13, 2004, through Resolution No. R-848-04, the Board approved a lease between the County and Landlord for space located at 850 Ives Dairy Road, Miami, Florida, for the California Club Branch Library. That lease expired on September 11, 2014, resulting in the closure of the branch while new neighborhood locations were evaluated. Ultimately, the Miami-Dade Public Library System negotiated the proposed Lease Agreement with Landlord for a new space within the same shopping center. As the new space is an outparcel of the center, it maximizes the branch's visibility.

Additional lease details are as follows:

COMPANY PRINCIPALS: Raanan Katz, President

LEASE TERM: Five (5) years, plus (2) two additional five-year optional renewal periods.

EFFECTIVE DATES: The first day of the next calendar month following the effective date of the resolution by the Board approving the Lease.

RENTAL RATE: During the prior lease, the County paid annual rent in the amount of \$139,285.00 (\$30.95 per square foot), including operating expenses.

The annual rent for the first lease year of the new lease term will be \$168,000.00, which is equal to \$14,000.00 per month or approximately \$38.18 per square foot on an annual basis. The County received a \$12,000.00 discount for the first year of the lease term, which would have been \$180,000.00. The annual rent for the second year of the lease term shall be \$187,200.00. The annual rent for the third, fourth and fifth years of the lease term shall increase by four (4) percent each year over the preceding year. Under the new lease, the amount per square foot increases significantly because the prior location was within the structure of the strip mall. The new location is an outparcel within the commercial development that is a stand-alone structure with more visibility.

The 11 percent increase in rent for the second year of the lease term and the four (4) percent increase for each year thereafter represent the originally negotiated rates between the County and Landlord. The increase is also attributable to the property being an outparcel rather than its prior retail strip mall location. Additionally, the County shall pay the Landlord an amount, not exceeding \$70,000.00, for the Landlord's actual out of pocket expenses for improvements of the premises (e.g., construction of Americans with Disabilities Act compliant restrooms and an office and installation of a ceiling grid and electric outlets).

LEASE CONDITIONS:

The Landlord is responsible for maintaining and keeping the building in good repair, condition, and appearance, including exterior common areas, air conditioning equipment, lavatories, trash and refuse disposal, windows, doors, frames and the roof. The County is responsible for all utilities used, including water and electricity.

CANCELLATION PROVISION:

The County may cancel the Lease Agreement at any time after 36 months of the initial lease term by: (a) giving Landlord written notice of termination to be effective 90 days after delivery; and (b) paying Landlord the remaining balance for Landlord's improvements to the premises.

OTHER PROPERTIES
EVALUATED:

18183 Biscayne Boulevard, North Miami - \$50.00 per square foot on an annual basis. The County would be responsible for operating expenses, which are estimated to be \$4.17 per square foot on an annual basis.

1550 W 84 Street, Hialeah - \$45.00 per square foot on an annual basis, including the operating expenses.

Attachment



Michael Spring
Senior Advisor



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 30, 2015

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

SUBJECT: Agenda Item No. 8(F)(2)

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)(2)
6-30-15

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 CALIFORNIA CLUB MALL SHOPPING CENTER, LTD., A FLORIDA LIMITED PARTNERSHIP, FOR PREMISES LOCATED AT 700 IVES DAIRY ROAD, MIAMI, FLORIDA, TO BE UTILIZED BY THE MIAMI-DADE PUBLIC LIBRARY SYSTEM FOR LIBRARY AND OFFICE SPACE, WITH A TOTAL FISCAL IMPACT TO THE MIAMI-DADE PUBLIC LIBRARY SYSTEM ESTIMATED TO BE \$4,415,544.00 FOR THE INITIAL FIVE YEAR TERM OF THE LEASE AND THE TWO ADDITIONAL, FIVE YEAR RENEWAL OPTION PERIODS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL 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 a Lease Agreement between Miami-Dade County and California Club Mall Shopping Center, Ltd., a Florida limited partnership, for premises located at 700 Ives Dairy Road, Miami, Florida, to be utilized by the Miami-Dade Public Library System for library and office space with a total fiscal impact to the Miami-Dade Public Library System estimated to be \$4,415,544.00 for the initial five year term of the lease and the two additional five year renewal option periods, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or the County Mayor's designee to execute the lease agreement for and on behalf of Miami-Dade County and to exercise any and all 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

MRP

Monica Rizo Perez

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made on the ____ day of _____, 2015 ("Effective Date"), by and between CALIFORNIA CLUB MALL SHOPPING CENTER, LTD., a Florida limited partnership, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT".

WITNESSETH:

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

A standalone outparcel. Approximately 4,400 square feet of air-conditioned space, together with parking in common with other tenants, at California Club Shopping Center, 700 Ives Dairy Road, Miami, Florida 33179. Which outparcel shall hereinafter be described as the Premises. An illustration of the Premises is attached hereto, marked as "Exhibit A", and incorporated herein by reference. The Premises is one (1) building within the footprint of the shopping center. The California Club Shopping Center consists of 273,064 square feet of improved space.

The term of this Lease shall initially be for five (5) years, beginning on the Commencement Date, as hereinafter defined, and ending on the last day of the fifth (5th) year following the Commencement Date. Starting on the Commencement Date and for the first year of the Lease, the annual base rent (hereinafter referred to as "Annual Rent") shall be an amount equal to One Hundred Sixty-Eight Thousand (\$168,000.00) Dollars, payable in twelve (12) equal monthly installments of Fourteen Thousand (\$14,000.00) Dollars per month (hereinafter "Monthly Rent"). TENANT agrees to pay the Monthly Rent, payable in advance, on the first (1st) day of every month, to the LANDLORD at 17100 Collins Avenue, Suite 225, Sunny Isles Beach, Florida 33160, or at such other place and/or to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The Annual Rent for the second year of the Lease shall be an amount equal to One Hundred Eighty-Seven Thousand Two Hundred

(\$187,200.00) Dollars, payable in twelve equal monthly installments of Fifteen Thousand Six Hundred (\$15,600.00) Dollars per month. The Annual Rent for the third, fourth, and fifth years of the initial lease term shall increase by four percent (4%) each year over the immediately preceding year, which Annual Rent, and Monthly Rent, which is sometimes together referred to herein as the "Rent", is set forth as follows:

<u>Initial Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Year 3	\$194,688.00	\$16,224.00
Year 4	\$202,475.52	\$16,872.96
Year 5	\$210,574.56	\$17,547.88

LANDLORD shall deliver the Premises to TENANT with the improvements set forth in Article XXXI hereof having been completed. The improvements to be completed by LANDLORD which are specifically set forth in Article XXXI are hereinafter referred to as "Landlord's Work." The "Commencement Date" shall be the date that possession of the Premises is actually delivered to TENANT once all of Landlord's Work has been completed. LANDLORD anticipates that the Landlord's Work will be completed and the Commencement Date shall take place within one hundred twenty (120) days from the Effective Date of this Lease, but in no event shall the Landlord's Work be completed and the Commencement Date take place later than one hundred fifty (150) days from the Effective Date of this Lease. In the event that Landlord's Work is completed prior to the timeframes set forth above, the parties hereby acknowledge and agree that the LANDLORD may deliver the Premises at any time once Landlord's Work is completed, in accordance with Article XXXI of this Lease, and TENANT shall then begin paying Rent on the Commencement Date. In the event that the Landlord's Work is not completed and the Commencement Date does not occur within one hundred fifty (150) days from the Effective Date, then commencing on the 151st day following the Effective Date, the LANDLORD shall remit to TENANT, without any request or demand, the agreed upon amount of One Hundred (\$100.00) Dollars per day until the Commencement Date, which amount is not a penalty, but rather the amount of liquidated damages that the parties have agreed upon because the types and degrees of injury to the TENANT is too difficult to reasonably calculate

due many different factors. In addition to the aforementioned Rent, the TENANT shall reimburse LANDLORD for the full cost to complete Landlord's Work. Within five (5) business days following the Commencement Date, LANDLORD shall provide TENANT with a detailed statement evidencing the total cost of Landlord's Work. The cost associated with the Landlord's Work shall be divided into sixty (60) equal payments, which Tenant shall remit to LANDLORD along with its payment of the Monthly Rent, starting with the first full calendar month following the Commencement Date of this Lease, and continuing each month thereafter until the cost associated with the Landlord's Work has been paid in full to the LANDLORD. TENANT understands and agrees that the cost associated with the Landlord's Work shall be paid by the TENANT to LANDLORD as Additional Rent. However, irrespective of the cost or expense to the LANDLORD, the cost associated with the Landlord's Work shall not exceed Seventy Thousand (\$70,000.00) Dollars.

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

ARTICLE I
USE OF PREMISES

The area of the Premises shall be used by TENANT for a Miami-Dade County Public Library and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF PREMISES

LANDLORD, at its own expense, shall cause the Premises to be in state of good repair and suitable for usage by TENANT at the commencement of this Lease and as specified in Article XXXI, "Improvements of the Premises."

ARTICLE III
UTILITIES

TENANT, during the term hereof, shall pay all charges for electricity, water and all other utilities used by the 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 or any extension or renewal thereof, the exterior of the building and the following:

Exterior plumbing and electrical lines, (excluding the Premises); Halls, common area lavatories;
Trash and refuse disposal;
Air-conditioning and heating equipment;
Roof and roof leaks;
Windows, doors, and frames;

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

In the event that there is a maintenance issue at the Premises which LANDLORD is responsible for repairing under the Lease and which substantially impairs Tenant's use of the Premises, then LANDLORD will send a representative to the Premises within one (1) business day following receipt of email notice from TENANT via email to leasing@rkcenters.com, to inspect such issue. LANDLORD shall repair such maintenance issue within a reasonable time thereafter. LANDLORD will respond to all other maintenance issues within a commercially reasonable time after receipt of written notice from TENANT.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease 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 or any renewal thereof, in

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

TENANT shall be responsible for the interior of the Premises including HVAC maintenance, janitorial, custodial, exterminating services and fire equipment, including inspection as required by applicable fire codes.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the 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 Premises) shall be and remain a part of the Premises at the expiration of this Lease. Subject to the above, any carpeting and removable partitions installed by TENANT within the Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease or any renewal or cancellation thereof. TENANT shall be responsible for any damages caused by the removal of same.

ARTICLE VI
HEATING, VENTILATION, AND AIR CONDITIONING

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

ARTICLE VII
HVAC MAINTENANCE

LANDLORD shall be responsible for all repairs or replacement of the HVAC units serving the Premises. TENANT shall be responsible for the maintenance of the HVAC units, as described in the attached Exhibit B "HVAC System Preventative Maintenance for Leased Space", which is incorporated herein by reference. In the event the HVAC unit ever needs to be replaced, TENANT agrees, upon request from LANDLORD, to produce to LANDLORD all HVAC service records and all other related back-up documentation prior to the replacement of the HVAC unit. LANDLORD agrees to an HVAC inspection to be completed by the TENANT's HVAC mechanic prior to commencement date of the Lease. TENANT shall provide LANDLORD with a written copy of the inspection report. Shall the HVAC unit require work to be performed on the unit to bring the unit to proper working conditions, LANDLORD agrees to perform and complete the necessary HVAC work sited on the inspection report.

ARTICLE VIII
PARKING AND GROUNDS

TENANT shall have the right to use the entire ground areas and parking areas in common with other tenants of the shopping center. TENANT shall have one parking space reserved for dropping off materials.

ARTICLE IX
DESTRUCTION OF PREMISES

In the event the Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Lease by the giving of written notice to the other. However, if neither party shall exercise the foregoing right of cancellation within sixty (60) days after the date of such destruction or damage, LANDLORD shall cause the Premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, TENANT shall be liable for the Rent only until the date of cancellation as a result of such fire, windstorm, or other casualty. In the event of partial destruction which shall not render the Premises wholly untenable, the Rent shall be proportionately

abated in accordance with the extent to which TENANT shall be deprived of use and occupancy. TENANT shall not be liable for Rent during such period of time, as the Premises shall be totally untenable by reason of fire, windstorm, or other casualty.

ARTICLE X
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 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, 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 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 this Lease, TENANT may in its discretion change its employees or programs which operate from the leased Premises. LANDLORD agrees that TENANT may, at TENANT's expense and subject to LANDLORD's prior reasonable

approval, make such changes to the 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 XI
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the 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 XII
SIGNS AND DROP BOX

Exterior signs shall be of the design and form of letter to be first approved by LANDLORD, and in accordance with local code and attached sign criteria, the cost of such signage and installation shall be paid by TENANT. LANDLORD shall grant TENANT the right to place signage on the shopping center pylon on the front of the shopping center. LANDLORD shall allow for the installation of an exterior electrical sign on both the exterior and interior sides of the Premises and provide the electrical outlets for such signs. All signs shall be removed by TENANT at termination of this Lease, and any damage or unsightly condition caused to the Premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

LANDLORD shall allow and provide installation of a book-drop at the entrance or corner adjacent to the Premises.

ARTICLE XIII
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said 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 the Premises, or to exhibit said Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease.

ARTICLE XIV
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 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 XV
PEACEFUL POSSESSION

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

ARTICLE XVI
SURRENDER OF PREMISES

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

ARTICLE XVII
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 \$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.

LANDLORD does hereby agree to indemnify and hold harmless the TENANT 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, willful acts, or omission of the LANDLORD. However, nothing herein shall be deemed to indemnify the TENANT from any liability or claim arising out of the negligent performance or failure of performance of the TENANT or any unrelated third party.

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 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
ASSIGNMENT OR TRANSFER BY LANDLORD

If the interests of LANDLORD under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the 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, 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. 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 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.

ARTICLE XX
WAIVER OF LANDLORD'S LIEN

Provided that the TENANT is not in default of this Lease, 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 XXI
NON-DISTURBANCE

This Lease shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the Premises, or which at any time thereafter affect the Premises, 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, 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 this Lease 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 and performs its obligations under this Lease (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 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. 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 Premises by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Premises, whether presently in existence or not, shall be subordinate to this Lease, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Premises results in any additional costs to TENANT by material alteration of the terms of this Lease, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XXII
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 when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, acts of war or terrorism or any other cause, whether

similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXIII
LANDLORD'S DEFAULT

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

TENANT shall be in default under this Lease if it fails to (i) make timely payments of Rent or any other sums due hereunder which failure is not cured within fifteen (15) days after written notice from LANDLORD, or (ii) faithfully observe all other terms, covenants or agreements hereunder, which failure is not cured within thirty (30) days after written notice from LANDLORD (except if such default, other than the failure to pay Rent, is of a nature that the same cannot reasonably be cured within such thirty (30) day period, then within such longer period as is reasonably required to cure the default if commenced within such thirty (30) day period and pursued with

reasonable diligence). In the event of any default by TENANT remaining uncured past any applicable cure period, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including, after judgment, reentry and possession so long as LANDLORD's actions are lawful, as may be applicable. All rights and remedies of LANDLORD under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXV
ATTORNEYS' FEES AND COSTS

In the event of any litigation regarding this Lease, the non-prevailing party shall pay all reasonable attorneys' fees and expenses to the prevailing party, including the appellate level.

ARTICLE XXVI
OPTION TO RENEW

Provided this Lease is not otherwise in default, TENANT through its County Mayor, or the County Mayor's designee, may automatically elect to renew this for two (2) renewal periods of five (5) years each, upon the same terms and conditions, except that the Rent shall be adjusted by an annual increase of four percent (4%) each year of the renewal option periods and common area maintenance shall be adjusted in accordance with Article XXX below, and by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease, or any extension thereof.

ARTICLE XXVII
CANCELLATION

TENANT, through its County Mayor or the County Mayor's designee, shall have the right to terminate this Lease, or any portion thereof, at any time after the thirty-sixth (36th) month of the initial lease term, by (a) giving LANDLORD written notice of termination to be effective ninety (90) days after delivery; and (b) paying to LANDLORD the remaining balance of Landlord's Work costs, as set forth in the beginning of this Lease.

ARTICLE XXVIII
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 or by a nationally recognized overnight carrier (i.e. Federal Express ("FEDEX") or DHL) and addressed as follows:

TENANT:

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

with a copy to:

County Attorney's Office
Miami-Dade County
111 N.W. First Street, 28th Floor
Miami, Florida 33128

LANDLORD:

California Club Mall Shopping Center, Ltd.
c/o RK Centers
17100 Collins Avenue, Suite 225
Sunny Isles Beach, Florida 33160

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. Notices provided herein in this paragraph shall include all notices required in this Lease, or required by law.

ARTICLE XXIX
ENVIRONMENTAL QUALITY

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

A. WATER QUALITY. LANDLORD shall, prior to the Commencement Date, 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.

B. 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 completion of the Landlord's Work or other renovation of the Premises.

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

TENANT agrees to pay an additional One Thousand Eight Hundred Fifty-Seven Dollars and Nine Cents (\$1,857.09), plus applicable sales tax, per month, as its contribution toward common area maintenance, including increases in real estate taxes and insurance together referred to as "CAM," which will be paid as Additional Rent for throughout the initial lease term. At the end of each year, the LANDLORD, without request or demand, shall provide the TENANT with evidence of the LANDLORD's expenditures associated with all of the CAM charges, and the TENANT's pro rata share of such CAM charges (commonly known as year-end reconciliation). If, as a result of the reconciliation, it is determined between LANDLORD and the TENANT that the LANDLORD has not been sufficiently compensated, then within sixty (60) calendar days thereafter the TENANT shall reimburse the LANDLORD for the amount the Landlord is owed. Conversely, if it is determined that the LANDLORD has received more funds from the TENANT than what the TENANT is obligated to pay, based upon the TENANT's pro rata share of the CAM expenses, then the LANDLORD, within sixty (60) calendar days, shall refund the appropriate sum to the TENANT.

In the event that the Lease is renewed in accordance with the Lease terms, during any such renewal

period, TENANT shall continue to make a monthly payment to LANDLORD as its contribution toward CAM, which shall also continue to be reconciled as set forth above. LANDLORD and TENANT agree that at the beginning of any of such renewal option period, TENANT's monthly payment for CAM expenses may be adjusted for such five (5) year period, as agreed to between the parties.

ARTICLE XXXI
IMPROVEMENTS OF THE PREMISES

The following are the requirements for the Landlord's Work for the Premises:

A. LANDLORD'S WORK: LANDLORD, at its initial expense (initial outlay), shall complete and prepare the Premises for TENANT's initial occupancy in good, workmanlike, and timely manner. The TENANT shall reimburse the LANDLORD for the Landlord's Work up to the amount of Seventy Thousand (\$70,000.00) Dollars, which reimbursement shall occur over a period of sixty (60) months, starting with the first full calendar month following the Commencement Date. LANDLORD will make the following build-out prior to the Commencement Date:

1. BATHROOM: LANDLORD shall construct two (2) ADA compliant restrooms in the area shown on the floor plan, which is attached hereto, marked as "Exhibit C", which is incorporated herein by reference.
2. LIGHTING: LANDLORD shall supply TENANT with 2'x4' lighting. The lighting must meet 50 foot candles.
3. CEILING: LANDLORD shall install a ceiling grid in the Premises to accommodate the installation by LANDLORD of typical 2'x4' acoustical ceiling tiles.
4. OFFICE: LANDLORD shall, per the floor plan attached hereto as Exhibit C, construct one (1) office, consisting of "hard walls", floor to ceiling, in the rear of the Premises.
5. ELECTRICAL OUTLETS: LANDLORD will install electrical outlets, throughout the Premises, per the floor plan, attached hereto as Exhibit C.
6. FLOORING: LANDLORD will install Vinyl Composition Tile ("VCT") throughout the

Premises. The color of the VCT shall be selected by the TENANT.

7. ELECTRICAL/DATA CONDUITS: LANDLORD will establish the electrical/data drops as reference in the floor plan, attached as Exhibit C (note, TENANT shall run all data lines and install all data connections).

8. PAINT: LANDLORD will paint the Premises with Satin paint (two (2) coats of paint). Two (2) colors total: One (1) field, and one (1) accent wall.

B. The cost for the Landlord's Work shall be the amount that is the LANDLORD's actual out of pocket expenses to perform the Landlord's Work. LANDLORD shall not charge TENANT any additional fees or costs at all for construction supervision, management supervision, consultation, or other fees with respect to the construction of the Landlord's Work to the Premises. TENANT has the right to inspect the Premises during construction, and all industry standard work that is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

D. LANDLORD agrees to set aside and fund the costs of Landlord's Work as set forth in this ARTICLE XXXI.

ARTICLE XXXII
HOLDOVER

If TENANT, with LANDLORD's written consent, remains in possession of the 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 five percent (105%) 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 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
APPLICABLE LAW

This Lease shall be construed under the laws of the State of Florida. Venue shall only be proper in Miami-Dade County, Florida.

ARTICLE XXXIV
WRITTEN AGREEMENT

This Lease 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, and approved by LANDLORD in writing. This Lease may be executed in counterpart originals, each of which when taken together shall be deemed an original and shall constitute one and the same instrument.


[Signature Page Follows]

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

As to Landlord:


LANDLORD:

CALIFORNIA CLUB MALL SHOPPING CENTER, LTD.

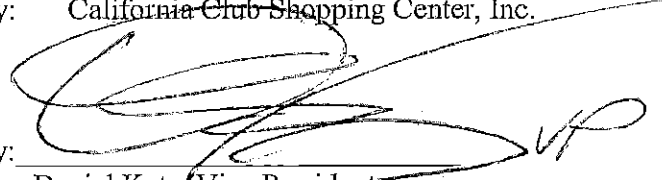


Print: Jorge Ventura

By: ~~California Club Shopping Center, Inc.~~



Print: SUTIE weyrich


By: _____
Daniel Katz, Vice President

As to Tenant:

TENANT:

MIAMI-DADE COUNTY

Print: _____

Print: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

PREMISES

[Exhibit Begins on Following Page]

RK California Club

1/2 mile from I-95 (Exit 16)

850 Ives Dairy Road, North Miami, FL 33179



305.949.4110

Leasing@rkcenters.com

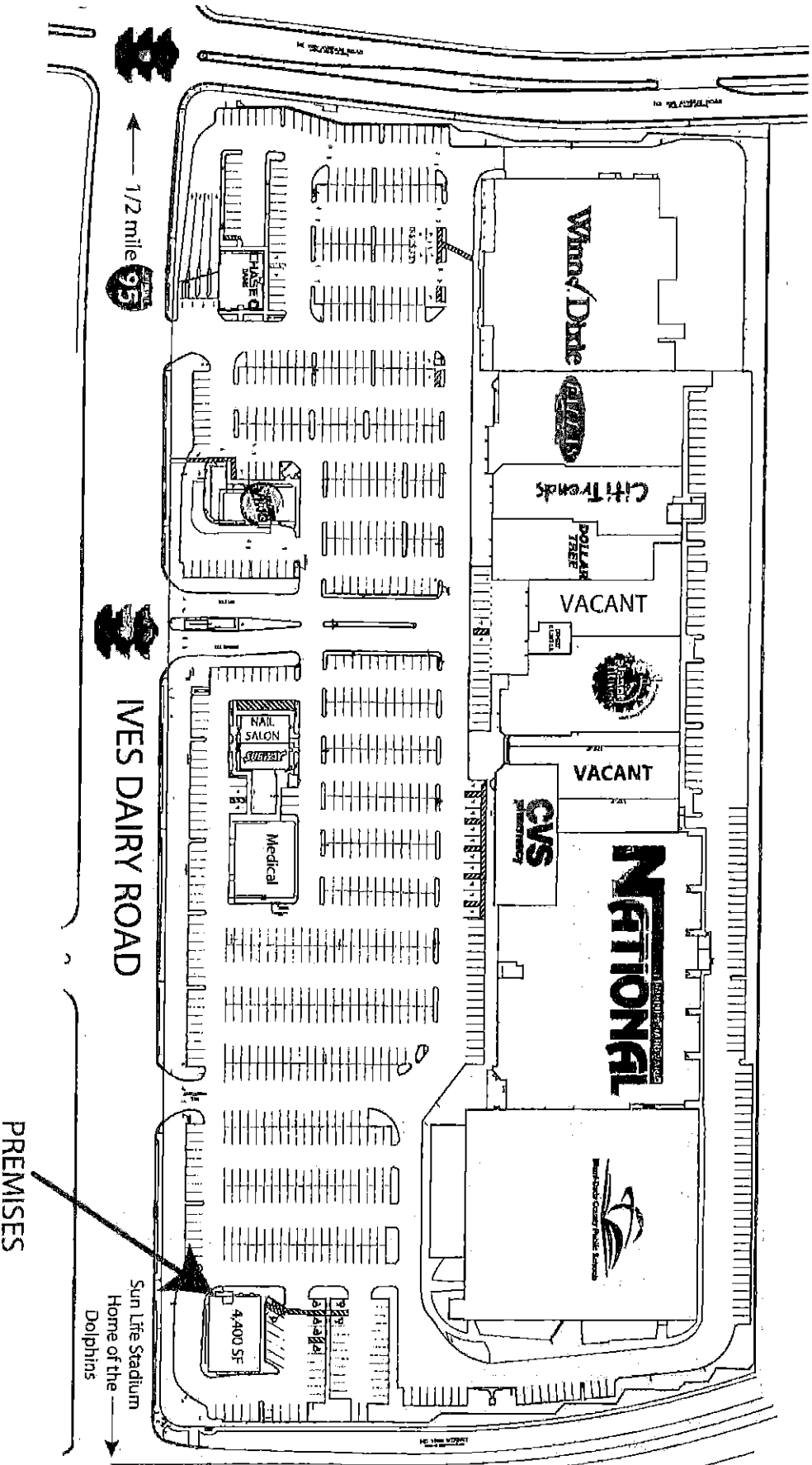


EXHIBIT B

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

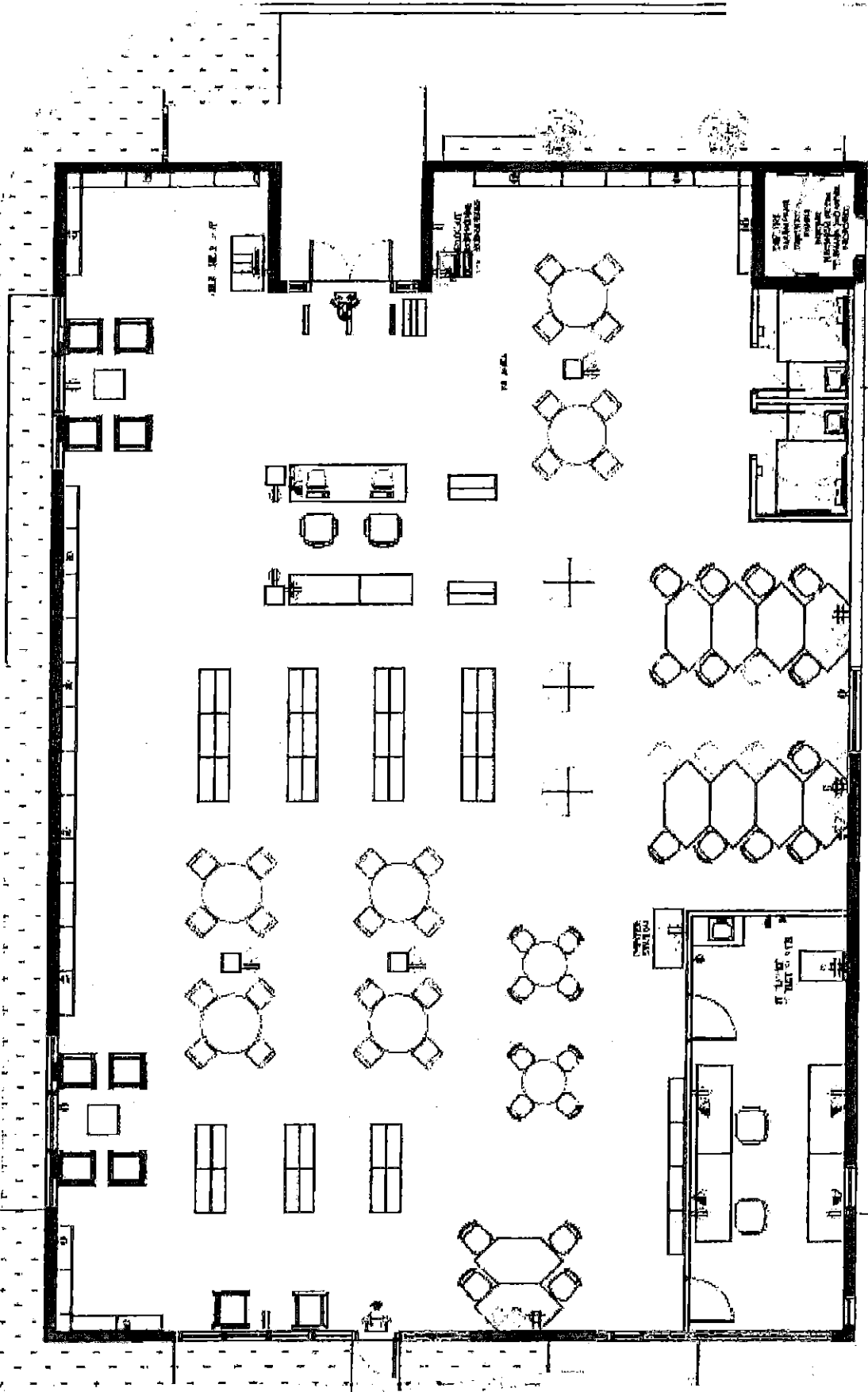
The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. FILTERS - Applicable to all supply conditioned air to the 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 algaecide 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. SUPPLY AND RETURN AIR DUCTS:
 - A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

EXHIBIT C

FLOOR PLAN FOR THE PREMISES

[Exhibit Begins on Following Page]



MIAMI-DADE COUNTY
 CALIFORNIA CLUB LIBRARY
 REVISED 03.09.15