

MEMORANDUM

Agenda Item No. 8(F)(1)

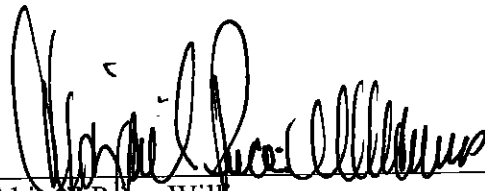
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: March 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving lease agreement between Miami-Dade County and Bellsouth Telecommunications, LLC d/b/a AT&T Florida, for the property located at 7750 NW 186 Street, Miami, Florida, for a fifteen year term with a total fiscal impact to the County of \$221,879.00; declaring such property surplus and authorizing the County Mayor, to execute the lease agreement, exercise any and all other rights conferred therein, take all actions necessary to effectuate same, and to provide an executed copy of same to the property appraiser's office within 30 days

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairman Esteban L. Bovo, Jr.




Abigail Price-Williams
County Attorney

APW/lmp

Date: March 7, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Lease Agreement with Bellsouth Telecommunications LLC dba AT&T Florida for Property Located at 7750 NW 186 Street, Miami, Florida - Lease No. 30-2010-000-0051 – L01

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease Agreement (Lease), *Contract No. EPPRFP-00286*, between Miami-Dade County and Bellsouth Telecommunications LLC dba AT&T Florida (Tenant) for property located at 7750 N.W. 186 Street, Miami, Florida. The property will be utilized as a telecommunications subscriber loop carrier hut, facilitating telecommunication services to the Tenant's customers in the surrounding area. More specifically, the resolution does the following:

- Authorizes the lease of 2,900 square feet of space at 7750 N.W. 186 Street, Miami, Florida; and
- Authorizes a lease term of 15 years.

Scope

The property is located in County Commission District 13, which is represented by Commissioner Esteban Bovo, Jr.

Fiscal Impact/Funding Source

The rental rate for the property is \$14,500.00 annually for the first five (5) years of the 15-year Lease term. In Year six (6), the rental rate increases to \$14,790.00 annually, and, in Year 11, the rental rate increases to \$15,085.80 annually. The total fiscal impact (rental revenue) to the County for the 15-year lease term is \$221,879.00. The Internal Services Department will receive a four (4) percent management fee for the administration of the Lease, which totals \$8,875.16.

Track Record/Monitor

The County has no record of negative performance issues with the Tenant. The Lease was prepared by the Internal Services Department on behalf of the Information Technology Department. Michelle Loren Rapaport of the Internal Services Department is the Procurement Contracting Manager. A copy of the Lease will be provided to the Property Appraiser's Office within 30 days of its execution.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the Lease between the County and the Tenant and to exercise all other rights conferred therein.

Background

The Tenant currently occupies the property pursuant to Resolution No. R-716-84, approved by the Board on June 5, 1984, which authorized the leasing of the property for a period of 10 years with an option to renew the lease for two (2) additional 10-year periods. The property is used for the operation and maintenance of a telephone subscriber loop carrier hut. The lease agreement expired on June 4, 2014 and the Tenant remains on the property on a month-to-month basis.

The Internal Services Department circulated the property on February 17, 2016 and no County use was identified for the property. A competitive Request for Proposal (RFP), utilizing the Expedited Purchasing

Program, to enter into a lease agreement for the use and occupancy of the Property. The Tenant was the only proposer that responded to the RFP. County staff negotiated the terms for the Lease, including the rental rate, with the Tenant. Under the prior lease agreement, the Tenant paid \$1,200.00 annually (\$100.00 per month). The new Lease will generate an initial rent of \$14,500.00 annually (\$1,208.33 per month), with two (2) percent increases every five (5) years.

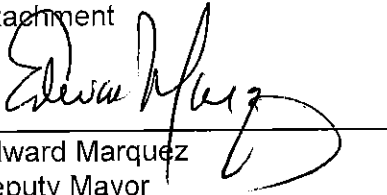
Additional Lease details are as follows:

- COMPANY PRINCIPALS: William Leahy, Title Manager
- LEASE TERM: Fifteen years
- EFFECTIVE DATE: The first day of the month following 10 days after its adoption by the Board, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Board.
- RENTAL RATE: The Tenant shall pay \$14,500.00 (\$5.00 per square foot) in annual base rent. Under the proposed Lease, the annual base rent shall increase by two (2) percent on the sixth and eleventh lease year.
- LEASE CONDITIONS: Use of the Property is limited to the specific purposes of placement, operation, and maintenance of a telecommunications subscriber loop carrier hut. The Tenant shall install and maintain low maintenance shrubbery and greenery to beautify the property and to aesthetically improve the telecommunications equipment hut, which is located aboveground on the property.
- CANCELLATION PROVISION: The County shall have the right, at any time, without cause, to terminate the Lease by providing the Tenant with at least 180 days' advanced written notice of such cancellation.
- OTHER PROPERTIES EVALUATED: In accordance with Resolution No. R-333-15, the Internal Services Department, in 2014, in advance of issuing the solicitation, secured an appraisal of the property and determined that the annual market rent for the property was \$3,850.00. Currently, according to the Property Appraiser's website, the property, being part of a larger parcel of land consisting of 1,265,025 square feet (approx. 29 acres) continues to have a per square foot value slightly in excess of \$2.07 per square foot.

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
Page 3

The larger parcel of land, according to the Property Appraiser's website, has a 2016 land value of \$3,010,970.00, thereby resulting in a per square foot value of \$2.38.

Attachment

A handwritten signature in black ink, appearing to read "Edward Marquez", written over a horizontal line.

Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: March 7, 2017

FROM: Abigail Price-Williams
County Attorney

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

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
- Statement of social equity 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)(1)
3-7-17

RESOLUTION NO. _____

RESOLUTION APPROVING LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, FOR THE PROPERTY LOCATED AT 7750 NW 186 STREET, MIAMI, FLORIDA, FOR A FIFTEEN YEAR TERM WITH A TOTAL FISCAL IMPACT TO THE COUNTY OF \$221,879.00; DECLARING SUCH PROPERTY SURPLUS AND AUTHORIZING THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, TO EXECUTE THE LEASE AGREEMENT, EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO PROVIDE AN EXECUTED COPY OF SAME TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS

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:

Section 1. This Board incorporates the foregoing recital, approves the lease agreement with Bellsouth Telecommunications, LLC d/b/a AT&T Florida for the lease of a land parcel located at 7750 N.W. 186 Street, Miami, Florida (the "Property"), in substantially the form attached hereto and made a part hereof (the "Lease"), with a positive fiscal impact to the County of approximately \$221,879.00, over the 15-year term.

Section 2. This Board finds that the Property is not needed for County purposes, declares the Property surplus, and authorizes the County Mayor or the County Mayor's designee, to execute the Lease for and on behalf of Miami-Dade County, and to exercise any and all other rights conferred therein, and to take all actions necessary to effectuate the same.

Section 3. The County Mayor, or the County Mayor's designee, is hereby directed to airport staff to monitor compliance with the terms of the Lease, and to provide to the Property Appraiser's Office an executed copy of the Lease with 30 days of its execution.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of March, 2017. 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.



Hugo Benitez

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is being entered into this ____ day of _____, 2016 ("Effective Date") between Miami-Dade County, a political subdivision of the State of Florida ("Landlord"), and BellSouth Telecommunications, LLC, ("Tenant"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, a portion of a parcel of land, consisting of approximately 2,900 square feet, located at 7750 N.W. 186 Street, Miami, Florida (Folio No.: 30-2010-000-0051), as shown on the attached Exhibit A ("Premises"), for a term of fifteen (15) years, so long as the Tenant, at all times, remains in compliance with this Lease.

**PART I
PREAMBLE**

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	BellSouth Telecommunications, LLC d/b/a AT&T Florida, a Georgia Limited Liability Company																																	
B. TENANT'S ADDRESS:	675 West Peachtree Street, Floor 43, Atlanta, GA 30375																																	
C. LANDLORD:	Miami-Dade County, a political subdivision of the State of Florida																																	
D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:	111 N.W. 1 st Street, 24 th Floor, Miami, Florida 33128 All payments due hereunder, including, but not limited to, Rent and Additional Rent, if any, should be made payable to the Landlord as identified here.																																	
E. PROPERTY LOCATION AND ADDRESS:	7750 N.W. 186 Street, Miami, Florida (northern edge of property), as shown on Exhibit A of this Lease Folio Number: 30-2010-000-0051																																	
F. PREMISES:	A portion of vacant land, consisting of approximately 2,900 square feet, which property is located on the most northern edge of said property, adjacent to N.W. 186 th Street, Miami, Florida, as more particularly described and shown in Exhibit A of this Lease.																																	
G. TERM:	The term of this Lease is for fifteen (15) years, commencing on the Effective Date and expiring fifteen (15) years thereafter.																																	
H. EFFECTIVE DATE:	This Lease shall become effective on the first day of the month following ten (10) days after the date of its adoption by the Board of County Commissioners, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners. The date on which this Lease becomes effective as provided herein is called the "Effective Date", and expiring fifteen (15) years thereafter (the "Expiration Date").																																	
I. RENT SCHEDULE:	Tenant shall pay Landlord in accordance with the following schedule for Rent: <table border="1"> <thead> <tr> <th>Lease Year</th> <th>Annual Rent</th> <th>Monthly Base Rent</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$14,500.00</td> <td>\$1,208.33</td> </tr> <tr> <td>Year 2</td> <td>\$14,500.00</td> <td>\$1,208.33</td> </tr> <tr> <td>Year 3</td> <td>\$14,500.00</td> <td>\$1,208.33</td> </tr> <tr> <td>Year 4</td> <td>\$14,500.00</td> <td>\$1,208.33</td> </tr> <tr> <td>Year 5</td> <td>\$14,500.00</td> <td>\$1,208.33</td> </tr> <tr> <td>Year 6</td> <td>\$14,790.00</td> <td>\$1,232.50</td> </tr> <tr> <td>Year 7</td> <td>\$14,790.00</td> <td>\$1,232.50</td> </tr> <tr> <td>Year 8</td> <td>\$14,790.00</td> <td>\$1,232.50</td> </tr> <tr> <td>Year 9</td> <td>\$14,790.00</td> <td>\$1,232.50</td> </tr> <tr> <td>Year 10</td> <td>\$14,790.00</td> <td>\$1,232.50</td> </tr> </tbody> </table>	Lease Year	Annual Rent	Monthly Base Rent	Year 1	\$14,500.00	\$1,208.33	Year 2	\$14,500.00	\$1,208.33	Year 3	\$14,500.00	\$1,208.33	Year 4	\$14,500.00	\$1,208.33	Year 5	\$14,500.00	\$1,208.33	Year 6	\$14,790.00	\$1,232.50	Year 7	\$14,790.00	\$1,232.50	Year 8	\$14,790.00	\$1,232.50	Year 9	\$14,790.00	\$1,232.50	Year 10	\$14,790.00	\$1,232.50
Lease Year	Annual Rent	Monthly Base Rent																																
Year 1	\$14,500.00	\$1,208.33																																
Year 2	\$14,500.00	\$1,208.33																																
Year 3	\$14,500.00	\$1,208.33																																
Year 4	\$14,500.00	\$1,208.33																																
Year 5	\$14,500.00	\$1,208.33																																
Year 6	\$14,790.00	\$1,232.50																																
Year 7	\$14,790.00	\$1,232.50																																
Year 8	\$14,790.00	\$1,232.50																																
Year 9	\$14,790.00	\$1,232.50																																
Year 10	\$14,790.00	\$1,232.50																																

	Year 11	\$15,085.80	\$1,257.15
	Year 12	\$15,085.80	\$1,257.15
	Year 13	\$15,085.80	\$1,257.15
	Year 14	\$15,085.80	\$1,257.15
	Year 15	\$15,085.80	\$1,257.15
	The above rent schedule includes increases of two (2%) percent on the sixth and eleventh lease year.		
J. RENT COMMENCEMENT DATE:	Commencement of the Rent shall begin on the Effective Date, and then be paid monthly by the Tenant, on the first day of each month during the term of this Lease.		
K. TENANT'S OPERATING EXPENSE:	Tenant shall pay all utilities, maintenance, and landscaping expenses related to the Premises. All utilities shall have an account with the service provider held in the name of the Tenant.		
L. FLORIDA SALES TAX	In accordance with §212.031 of the Florida Statutes, the Tenant is responsible for any and all applicable sales tax and any applicable discretionary sales surtax for the Premises.		
M. PERMITTED USE:	Operation and maintenance of a telecommunications subscriber Loop Carrier Hut, cabinets and appurtenances as described in Section I of this Lease.		
N. SECURITY DEPOSIT:	Tenant shall pay to Landlord a Security Deposit in the amount of \$1,846.00, to be held by Landlord, in a non-interest bearing account, subject to the terms herein.		

This Lease consists of the foregoing introductory paragraphs, constituting the Preamble (consisting of paragraphs A through N), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Preamble, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

PART II Terms and Conditions

SECTION 1. DESCRIPTION OF PREMISES: The Landlord hereby leases to Tenant, and the Tenant hereby rents from the Landlord the following:

A portion of the property located at 7750 N.W. 186 Street, Miami, Florida, located at the northern edge of the property, immediately adjacent to N.W. 186th Street, consisting of approximately 2,900 square feet ("Premises"). The Premises is depicted on the attached diagram, marked Exhibit "A" and incorporated herein by reference.

Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

Further, the Landlord and Tenant have performed a pre-occupancy inspection of the Premises. Notwithstanding anything to the contrary contained herein, the Premises has been inspected by the Tenant who accepts the Premises in its "AS IS" and "WHERE IS" condition, with any and all faults, and who understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises and/or whether it is fit for any particular purpose. The Premises is being Leased without furniture, fixtures or equipment.

SECTION 2. RENT: Tenant shall lease the Premises at and for the agreed upon annual amount of Fourteen Thousand Five Hundred and 00/100 (\$14,500.00) Dollars for years one (1) through five (5), the Annual Rent, payable in twelve (12) equal monthly installments of One Thousand Two Hundred Eight and 33/100 (\$1,208.33) Dollars, in advance, beginning on the Effective Date ("Rent"). The parties acknowledge and agree that the Annual Rent includes an increase of two (2%) percent commencing in year six (6) and again in year Eleven (11), which was calculated into the full amount of the Rent for the entire term. The total amount of the Rent is Two Hundred Twenty One Thousand Eight Hundred Seventy Nine and 00/100 (\$221,879.00) Dollars. Additionally, Tenant shall pay any additional rent ("Additional Rent") as hereinafter set forth in this Lease; plus any applicable taxes in the nature of sales tax, rental tax, real estate tax, personal property tax, use or similar taxes or impositions now or hereafter assessed or levied by any appropriate taxing authority upon the payment of the Rent, or other charges, fees, and/or expenses to be paid by Tenant. At all times after the date hereof the Tenant shall be governed by and subject to all of provisions, covenants and conditions of this Lease requiring the payment of the Annual Rent, Additional Rent, and other charges, which shall be paid by Tenant. The Annual Rent and Additional Rent are sometimes referred to herein collectively as "Rent".

Tenant shall pay the initial payment of Rent within ten (10) days of the Effective Date. Afterwards, the Tenant hereby agrees that it shall remit to Landlord all payments for Rent on or before the first day of each month, throughout the term, without demand at the Rent Payment Mailing Address of the Landlord listed in the Preamble outlined herein, or at such other place and to such other person, as Landlord may from time to time designate in writing.

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that the Rent, and all other sums payable by Tenant, shall continue to be payable in all events, unless otherwise expressly provided herein, and that the obligations of the Tenant shall continue unaffected, unless the requirement to pay or perform have been terminated pursuant to the express provisions of this Lease. Rent, and all other sums payable by the Tenant, shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, except as specifically set forth in this Lease. Except as otherwise expressly provided in this Lease, Tenant agrees that it shall not take any action to terminate, rescind or avoid this Lease. Tenant waives all rights which are not expressly stated herein to quit, terminate or surrender this Lease, or any of the Premises, to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction to Rent or any other sums payable under this Lease, except as specifically set forth in this Lease.

All payments due under the terms of this Lease for partial months within the term shall be prorated in the same ratio that the number of days during which Tenant occupies the Premises in any such month bears to the number of days in said month, without allowance for weekends or holidays. Tenant's obligations to pay Rent, or to make any other payments, or to fulfill any other obligations under this Lease, shall terminate on the day following the date on which Tenant vacates the Premises at the expiration or earlier termination of the term, and all monetary obligations created by this Lease shall be prorated through the date on which Tenant shall have so vacated the Premises.

No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Landlord shall have the option to assess a returned check fee in the amount of Fifty Dollars (\$50.00), and a service charge, in the

amount of Twenty-five Dollars (\$25.00), should the Tenant issue a check to the Landlord, which is not honored by the Tenant's banking institution.

SECTION 3. TERM: The term of this Lease shall commence on the Effective Date, and Landlord and Tenant agree that this Lease is scheduled to terminate fifteen (15) years thereafter (hereinafter "Expiration Date"). After the Effective Date, the Landlord shall send the Tenant a Letter of commencement, identifying both the Effective Date, and the Expiration Date of this Lease.

Except as otherwise provided herein, this Lease shall terminate on the Expiration Date, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof.

If Tenant shall be in possession of the Premises after the Expiration Date, then, in accordance with Section 4, Holdover, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall be deemed to be in holdover, and on a month-to-month tenancy, terminable by either party with thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease, except that the Rent shall increase by three percent (3%) annually, from last amount of the Rent applied under this Lease.

SECTION 4. HOLDOVER: In the event the Tenant remains in the possession of the Premises after the Expiration Date, or the earlier termination of this Lease, and without the Landlord's prior written consent for any renewal of this Lease, the Tenant shall be deemed to be in holdover, and on a month-to-month tenancy, subject to all of the conditions of this Lease except for the amount and the payment of Rent. The parties agree that the damage to the Landlord resulting from any failure by the Tenant to timely surrender possession of the Premises may be substantial, may exceed the amount of the Rent payable under this Lease, and will be impossible to measure accurately. The Tenant, therefore, acknowledges and hereby agrees that if possession of the Premises is not surrendered to the Landlord upon the Expiration Date or earlier termination of this Lease, in addition to any rights or remedies the Landlord may have under this Lease, or at law, or in equity, the Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease, except that the Rent shall increase by three (3%) percent annually, from last amount of the Rent applied under this Lease. Nothing herein shall be deemed to permit the Tenant to retain possession of the Premises after the Expiration Date, or the earlier termination of this Lease. Further, the Tenant also agrees that as a result of any holdover, the Tenant shall defend,

indemnify, and hold the Landlord harmless from and against any and all claims, suits, actions liabilities, losses, costs and expenses of any kind suffered by the Landlord, as a result of the Tenant holding over. This paragraph shall survive the expiration date, or earlier termination of this Lease.

SECTION 5. SECURITY DEPOSIT: The Tenant, within ten (10) days of execution of this Lease, agrees to pay the amount of the Security Deposit in the amount of One Thousand Two Hundred Eight Dollars and Thirty-three Cents (\$1,208.33), which shall be held as security for Tenant's performance as herein provided and refunded to Tenant at the end of this Lease subject to Tenant's satisfactory compliance with the conditions of this Lease. Tenant acknowledges and agrees that, except where required by law, Landlord shall (i) not be required to keep the Security Deposit separate from other funds, and may commingle the Security Deposit with its own funds or other deposits; and (ii) have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent, and then to the other charges due to Landlord, for all periods prior to the filing of such proceedings.

In the event of the failure of Tenant to keep and perform any of the terms, covenants, and conditions of this Lease, then Landlord at its option may, appropriate and apply said entire Security Deposit which shall in no way limit damages otherwise available to Landlord, or so much thereof as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. If Landlord uses, applies, or retains all or any portion of the Security Deposit, upon written notice, Tenant immediately shall restore the Security Deposit to its original amount. Landlord shall have the same rights and remedies for the non-payment by Tenant of any amounts due on account of the Security Deposit as Landlord has hereunder for the failure of Tenant to pay Rent. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full, without interest, to Tenant promptly after the end of the Term, provided the Premises is returned to Landlord in good condition, reasonable wear and tear excepted.

SECTION 6. CONDITION OF PREMISES: The Tenant hereby accepts the Premises in its "AS-IS" "WHERE-IS" condition, with any and all faults. The Tenant acknowledges and agrees that the Landlord has no present or future intention to make any capital or non-capital alterations or improvements to the Premises. The Landlord does not make any claim regarding the condition of the Premises, and hereby states that it does not offer any type of warranty as to the condition of the property, including, but not limited to, and warranty of use, or warranty of fitness.

Further, the Landlord's department of Regulatory and Economic Resources, Division of Environmental Resources Management, performed a preliminary review of the Premises, and determined that the Premises does not have contamination documented within

amount of Twenty-five Dollars (\$25.00), should the Tenant issue a check to the Landlord, which is not honored by the Tenant's banking institution.

SECTION 3. TERM: The term of this Lease shall commence on the Effective Date, and Landlord and Tenant agree that this Lease is scheduled to terminate fifteen (15) years thereafter (hereinafter "Expiration Date"). After the Effective Date, the Landlord shall send the Tenant a Letter of commencement, identifying both the Effective Date, and the Expiration Date of this Lease.

Except as otherwise provided herein, this Lease shall terminate on the Expiration Date, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof.

If Tenant shall be in possession of the Premises after the Expiration Date, then, in accordance with Section 4, Holdover, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall be deemed to be in holdover, and on a month-to-month tenancy, terminable by either party with thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease, except that the Rent shall increase by three percent (3%) annually, from last amount of the Rent applied under this Lease.

SECTION 4. HOLDOVER: In the event the Tenant remains in the possession of the Premises after the Expiration Date, or the earlier termination of this Lease, and without the Landlord's prior written consent for any renewal of this Lease, the Tenant shall be deemed to be in holdover, and on a month-to-month tenancy, subject to all of the conditions of this Lease except for the amount and the payment of Rent. The parties agree that the damage to the Landlord resulting from any failure by the Tenant to timely surrender possession of the Premises may be substantial, may exceed the amount of the Rent payable under this Lease, and will be impossible to measure accurately. The Tenant, therefore, acknowledges and hereby agrees that if possession of the Premises is not surrendered to the Landlord upon the Expiration Date or earlier termination of this Lease, in addition to any rights or remedies the Landlord may have under this Lease, or at law, or in equity, the Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease, except that the Rent shall increase by three (3%) percent annually, from last amount of the Rent applied under this Lease. Nothing herein shall be deemed to permit the Tenant to retain possession of the Premises after the Expiration Date, or the earlier termination of this Lease. Further, the Tenant also agrees that as a result of any holdover, the Tenant shall defend,

indemnify, and hold the Landlord harmless from and against any and all claims, suits, actions liabilities, losses, costs and expenses of any kind suffered by the Landlord, as a result of the Tenant holding over. This paragraph shall survive the expiration date, or earlier termination of this Lease.

SECTION 5. SECURITY DEPOSIT: The Tenant, within ten (10) days of execution of this Lease, agrees to pay the amount of the Security Deposit in the amount of One Thousand Two Hundred Eight Dollars and Thirty-three Cents (\$1,208.33), which shall be held as security for Tenant's performance as herein provided and refunded to Tenant at the end of this Lease subject to Tenant's satisfactory compliance with the conditions of this Lease. Tenant acknowledges and agrees that, except where required by law, Landlord shall (i) not be required to keep the Security Deposit separate from other funds, and may commingle the Security Deposit with its own funds or other deposits; and (ii) have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent, and then to the other charges due to Landlord, for all periods prior to the filing of such proceedings.

In the event of the failure of Tenant to keep and perform any of the terms, covenants, and conditions of this Lease, then Landlord at its option may, appropriate and apply said entire Security Deposit which shall in no way limit damages otherwise available to Landlord, or so much thereof as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. If Landlord uses, applies, or retains all or any portion of the Security Deposit, upon written notice, Tenant immediately shall restore the Security Deposit to its original amount. Landlord shall have the same rights and remedies for the non-payment by Tenant of any amounts due on account of the Security Deposit as Landlord has hereunder for the failure of Tenant to pay Rent. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full, without interest, to Tenant promptly after the end of the Term, provided the Premises is returned to Landlord in good condition, reasonable wear and tear excepted.

SECTION 6. CONDITION OF PREMISES: The Tenant hereby accepts the Premises in its "AS-IS" "WHERE-IS" condition, with any and all faults. The Tenant acknowledges and agrees that the Landlord has no present or future intention to make any capital or non-capital alterations or improvements to the Premises. The Landlord does not make any claim regarding the condition of the Premises, and hereby states that it does not offer any type of warranty as to the condition of the property, including, but not limited to, and warranty of use, or warranty of fitness.

Further, the Landlord's department of Regulatory and Economic Resources, Division of Environmental Resources Management, performed a preliminary review of the Premises, and determined that the Premises does not have contamination documented within

its boundary, although contamination has been documented near the Premises. A copy of the review by the Landlord's department of Regulatory and Economic Resources, Division of Environmental Resources Management, is attached hereto, marked as "Exhibit B", and is incorporated herein by this reference. The Tenant acknowledges and agrees that the condition of the Premises is suitable for its purposes, and agrees that if any concern, uneasiness, or interest exists in determining the environmental condition of the Premises, that the Tenant shall, at its sole cost and expense, retain an environmental consultant to examine the condition of the Premises, and if any remediation is necessary the Tenant shall undertake such work.

SECTION 7. PERMITTED USE: It is hereby understood and agreed by the parties that the use of the Premises is limited to the specific purpose of placing, operating, and maintaining a telecommunications Loop Carrier Hut, and for purposes incidental thereto; but for no other purpose whatsoever. Such Loop Carrier Hut shall mean strictly a cabinet(s) housing telecommunications exchange equipment and supporting equipment. In the event there is a violation of the Permitted Use clause in this Lease, it shall be an event of default, and the Landlord shall have the right to exercise or pursue any and all remedies under this Lease, including, but not limited to termination of this Lease, or any other remedy at law or in equity. Any violation of this Permitted Use clause, including any type of disturbance or interference with any adjacent or nearby landowner, or tenant, including any business and/or governmental entity, will be a violation of this Lease.

Tenant shall cause its operations on or about the Premises to be conducted and operated in such a manner as to ensure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal, state, county, and local governmental agencies.

SECTION 8. OPERATION OF PREMISES: Tenant covenants that it will continuously operate one hundred (100%) percent of the Premises during the entire term of this Lease. For the purpose of clarification, Tenant shall not abandon the Premises, irrespective of the payment of Rent, during the term of the Lease. In the event of abandonment, in accordance with Section 14, Abandonment, meaning the Tenant has not occupied or otherwise utilized the Premises for a period of more than sixty (60) days, except in the case of damage or destruction of the Premises, the Landlord shall have the right to terminate this Lease and retake possession of the Premises or bring an action to terminate the leasehold interest in the Premises.

SECTION 9. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: This Section 9 is subject to Tenant's rights and obligations under Section 16 as relates to improvements and equipment existing at the Premises as of the date of this Lease. In addition, this Section 9 shall only apply to any new improvements (as opposed to repairs, modifications or replacements of existing improvements) made to the Premises, Tenant, at its sole cost and expense, may make such improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in

this Lease, so long as such improvements are first approved by the Landlord in writing, which approval shall not be unreasonably delayed or denied.

Tenant agrees to install and maintain low maintenance shrubs and greenery to Premises.

Tenant agrees that any and all work that may be performed on the Premises by the Tenant, and/or its agent or contractor in the Premises will be performed in a good and workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Such general contractor must be approved by the Landlord in writing prior to the commencement of any work on the Premises. Tenant shall be responsible for any construction defects in connection with its improvements. Tenant's work shall be performed with minimal interference and disruption any neighboring property owners and tenants.

Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises.

Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain, or repair Tenant's improvements, Tenant's Property, as described below, or for Tenant's operations within on or about the Premises during the term of this Lease.

Prior to commencing any new improvements, including construction, restoration, and/or repair to the Premises, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such new work or repair after a default or abandonment, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of §255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, commencement of the improvement work, including, construction, restoration, and/or repairs. Said payment and performance bond(s) shall name the Landlord as an additional payee and obligee, the form of such bonds shall be as provided by §255.05, Florida Statutes and each shall be in the amount of the entire cost of the improvement work regardless of the source of funding. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by §255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction, improvement, and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any improvements is estimated, in accordance with

generally accepted cost-accounting principles, to have a cost of less than \$100,000.

If Tenant's activities to improve and/or repair the Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) promptly notify the Landlord of any contamination, claim of contamination or damage, (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

SECTION 10. ASSIGNMENT-SUBLEASING: The Tenant shall not mortgage, pledge, encumber, assign this Lease, or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without Landlord's prior written consent, which may be withheld at Landlord's sole and absolute discretion. In the event Landlord provides its written consent for an assignment or sublease, Landlord shall receive one hundred (100%) percent of any excess rent which is derived from the proposed transaction (including any fee, payment, etc. that Tenant receives in connection with any assignment and/or sublet). In any case whereby Landlord shall consent to such proposed subletting, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the entire amount of the Rent, and other amounts provided herein. No assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants contained herein. As part of Landlord's approval process for any assignment or sublet, the Landlord may require one or more of the following: (A) a security deposit from the assignee/sub-tenant in the amount equaled to one (1) month of Rent; and/or (B) financial and other information about the assignee/sub-tenant. Notwithstanding anything to the contrary in the Lease, so long as Tenant or any Related Entity (as hereafter defined) is the "Tenant" hereunder and so long as Tenant shall remain liable under the Lease, Tenant shall have the right, at any time, without the approval or consent of Landlord, without the sharing of any excess rents, recapture, or any other rights or remedies of Tenant set forth in the Lease, to: assign the Lease to (i) any corporation, joint venture, partnership or other entity which is a successor to Tenant resulting from a merger or consolidation, (ii) to a purchaser of all or substantially all of Tenant's assets, or (iii) to a corporation, joint venture, partnership or other entity which shall directly or indirectly control, be under the control of, or be under common control with, Tenant or AT&T Inc. (any such entity being a "Related Entity").

SECTION 11. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises as it is herein given the right to use at its own risk; and that, except for the gross negligence or willful misconduct of Landlord and/or

Landlord's agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements, equipment, or to fixtures or other property of Tenant (collectively, "Tenant's Property") or those claiming by, through or under Tenant. In furtherance of the foregoing, Landlord, any agent of Landlord, and/or any of the Landlord's employees, vendors, or agents, shall not be liable for any and all damage to Tenant's Property arising from the bursting or leaking of water or sewer pipes, or problems with other utilities, and/or the condition of the Premises, unless arising from the gross negligence or willful misconduct of Landlord and/or Landlord's agents. The provisions of this Section shall apply during the whole of the term hereof, and in view of any permission given to Tenant to install fixtures and do certain work prior to the Effective Date, shall also apply at all times prior to the Effective Date.

SECTION 12. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, county, and city government and of any and all of their departments and bureaus including any taxing authority or utility applicable to Tenant's business or use of the Premises; and in connection with Tenant's use of the Premises, Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at the Tenant's own cost and expense. During the term of the Lease, if any government agency, municipality, utility company or Landlord's insurance company requires changes to the Premises or any of Tenant's Property, or any utilities, facilities, or systems (including, but not limited to, electrical work, plumbing, alarm, dumpsters, compactors, waste removal, fencing, and/or ADA accessibility), the Tenant shall make such changes at its sole cost and expense. Tenant shall be responsible, at Tenant's sole cost and expense, for any and all required (i) alarm monitoring for the Premises including, but not limited to, a dedicated phone line for such purpose, and (ii) security, including, but not limited to cameras, for the Premises. If any third party, including, but not limited to, utility companies, municipalities, and contractors, cause damage to the Premises, the Tenant shall be responsible, at its sole cost and expense, for the repair of such damages. **TENANT SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY OR USE NECESSARY FOR THE OPERATION OF THE PREMISES. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE OF THE PREMISES AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.**

SECTION 13. SOVEREIGN PREROGATIVES: It is expressly understood that notwithstanding any provision of this Lease and the Landlord's status thereunder:

The Landlord retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of

14

whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and the Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, improvement, repair, restoration, construction, and/or operation of the Premises.

No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including but not limited to the following:

- (a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- (b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- (c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or
- (d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board, the Regulatory and Economic Resources Department, or any division thereof, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

SECTION 14. ABANDONMENT: If Tenant shall fail to occupy, abandon, or vacate the Premises before the end of the term of this Lease, except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than sixty (60) days (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be in arrears, Landlord may, at its option, forthwith cancel this Lease and/or enter the Premises as the agent of Tenant, without being liable in any way therefore, and re-let the Premises with or without any of the Tenant's Property that may be therein, as the agent of Tenant, at such price and upon such terms and for such duration of time as Landlord may determine, and receive the Rent therefore (without any compensation to Tenant) applying the same to the payment of Rent due by this Lease, and if the full Rent shall not be realized by Landlord over and above the expenses to Landlord in such re-letting, the said Tenant shall pay any deficiency. Landlord shall not be liable to Tenant in the event of any excess. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all covenants and obligations due to Landlord under the terms of this Lease.

SECTION 15. UTILITIES: Tenant and Landlord agree that the cost associated with the Premises for utilities that are, or may become due, from the Effective Date until the Expiration Date, including, but not limited to all charges for water, sewer, gas, steam, electricity, telephone, and all other utilities and services used or consumed on the Premises, and for all licenses and permits for the same, are the responsibility of the Tenant.

SECTION 16. MAINTENANCE AND REPAIRS: The Tenant and Landlord agree that the Tenant shall maintain and keep in good repair, condition, and appearance the Premises during the term of this Lease, or any extension or renewal thereof, at its sole cost and expense, including any equipment, item and/or Tenant's Property in need of maintenance, replacement, restoration, improvement, and/or repair on or about the Premises. The Tenant shall maintain and keep in good order, condition, and repair the landscaping, walkways, pathways, sidewalks, fences, and any other area or property pertaining to the Premises. Tenant shall be responsible for keeping the Premises safe and free of any health hazard, and not otherwise providing or fostering any type of safety issue or concern.

In regards to the general maintenance and occupancy of the Premises, Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of any rodent or vermin infestation; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all applicable laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all mechanical equipment apparatus free of excessive vibration and excessive noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners and/or tenants; (f) prevent any objectionable odors to emanate or to be dispelled from

15

the Premises; (g) comply with and observe all reasonable rules and regulations established by the Landlord from time to time which to the Premises; (h) ensure that no homeless or other person is living, inhabiting, camping, and/or occupying space on the Premises; and (i) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar utility companies.

Further, the Tenant shall repair, replace, and maintain any and all equipment on the Premises, and the infrastructure, including, but not limited to, any and all telephone lines, electrical lines, water and sewer lines leading to and/or from the Premises. The Tenant shall comply with any and all building and zoning codes, as applicable.

If any damage occurs to the Premises, the Tenant will notify the Landlord of such damage in writing, including the anticipated cost to repair such damage. In addition to the foregoing, Tenant, at its sole cost and expense, shall immediately after any weather related storms, remove debris from the sidewalk, walkways, and pathways immediately in front of, and about, the Premises, and the emergency access points leading to and from the Premises.

The Tenant shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Landlord. In the event that the Tenant fails to properly or timely maintain and repair the Premises, the Landlord, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after thirty (30) days' written notice to the Tenant, to make any and all maintenance, repairs, or improvements to the Premises, which the Landlord reasonably believes is necessary to keep the Premises in good condition, and/or which present a reasonable concern for safety for the Landlord and/or the general public, and the cost of such repairs, including materials, labor, and overhead, at Landlord's election may be invoiced to the Tenant, or such amount added to the Rent. Further, the Landlord shall have no liability to the Tenant for any damage, inconvenience or interference regarding the use or any damage to the Premises as a result of performing any such work.

In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall, with or without consent, proceed to maintain, improve, repair and/or complete any work that is necessary to properly keep the Premises in good repair.

During periods of hurricane or tropical storm watches and/or warnings, Tenant, as it deems appropriate, shall be permitted to install or mount hurricane protection devices or other appropriate protections on or about the Premises at its sole cost and expense.

SECTION 17. LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS: Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or

omissions of persons coming onto the Premises, including but not limited to employees, invitees, licensees, and/or trespassers for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, licensees, invitees, and/or the Premises.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking, bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines and/or the effects or results from failed, down, broken or damaged cable and/or wires. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, at Tenant's own risk.

SECTION 18. LANDLORD'S DEFAULT: It shall be an event of default of this Lease by the Landlord if, except as otherwise provided in this Lease, the Landlord fails to observe or perform any of the stipulations, terms, covenants and/or conditions of this Lease to be observed or performed by the 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 the Landlord shall not be deemed in default if the Landlord commenced such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by Landlord, the Tenant may at any time thereafter do any of the following: bring an action for damages; or for injunctive relief; or Specific Performance; if relating to maintenance and/or repairs, then undertake such maintenance and/or repairs and deduct the amount of such work (including materials, labor, and overhead) from any Rent due to the Landlord; and/or pursue any other remedy available to the Tenant under this Lease, or at law, or in equity.

SECTION 19. TENANT'S DEFAULT: Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent or any other sums due hereunder, or (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord.

In the event of any default by Tenant remaining uncured past any applicable cure period as referenced in Section 20, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may

16

immediately (1) apply the Security Deposit, if any, toward the satisfaction and cure of such a default, and/or (2) cure Tenant's default at Tenant's cost and expense, and/or (3) after terminating this Lease, by lawful process, re-enter the Premises and remove all persons and all or any property therefrom, including, but not limited to Tenant's Property, without being liable for any prosecution therefor or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Premises as it may reasonably deem fit, and/or (4) terminate this Lease upon written notice to Tenant and/or exercise any other remedies otherwise available to Landlord provided herein or at law or in equity. In connection with the foregoing, if Landlord so elects, after securing a judgment, Landlord may sell any property of Tenant, including, but not limited to the Tenant's Property, at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All rights and remedies available to Landlord shall be cumulative and non-exclusive.

The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all Rent payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. Tenant throughout the remaining term hereof shall pay Landlord, no later than the last day of each month during the term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such re-letting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to re-let the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default, but will nonetheless use commercially reasonable good faith efforts to mitigate damages. If Landlord attempts to re-let the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. After being disposed or ejected therefrom by process of law or under the terms of this Lease, Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises or to have continuance of this Lease for the term hereby granted.

Tenant agrees that no demand for Rent and no re-entry for condition broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable Landlord to recover such possession, but that all right to any such demand and any such re-entry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant. Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as

aforesaid, and whether the Premises be re-let or remain vacant, in whole or in part, or for a period less than the remainder of the Term.

SECTION 20. TERMINATION BY LANDLORD:

In addition to the Landlord's rights pursuant to Section 19 above, Tenant's Default, as well as any other remedy available to Landlord under this Lease, or at law, or in equity, the occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

- A. Automatic Termination:
 - 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
 - 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
 - 3) Assignment by Tenant for the benefit of creditors.
- B. Termination after ten (10) calendar days from receipt by Tenant of written notice by Certified Mail sent to Tenant for any of the following:
 - 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from date of the written notice.
 - 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.
- C. Termination after fourteen (14) calendar days from receipt by Tenant of written notice by Certified Mail sent to the Tenant for the following:
 - 1) Non-performance of any covenant of this Agreement other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.
- D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant (termination shall be at the option of the Landlord).
- E. Landlord, through its County Mayor, or Mayor's designee, in accordance with this Lease, shall have the right to terminate or cancel this Lease or any portion thereof, at any time, and for any reason whatsoever, by giving the Tenant one hundred eighty (180) calendar days written notice of such termination/cancellation prior to its effective date. Should the term of this Lease, at the time the Landlord elects to provide the Tenant with notice of termination/cancellation, be equal to or less than one

hundred eighty (180) calendar days, then notice shall be commensurate with the remaining Term of this Lease.

SECTION 21. ACCELERATION CLAUSE AND DAMAGES:

In addition to all other rights granted to Landlord in this Lease and not as a limitation of said rights, in the event of a termination and/or default by Tenant, Landlord shall have the right and option to accelerate the Rent due hereunder. Additionally, for the purposes of computing damages payable hereunder on account of a default by Tenant, it is agreed that there shall also be payable to Landlord, as damages, at the time of such default, the total of any amount owed to Landlord if any, due as part of a judgment on an action by Landlord to evict the Tenant; and such amount for each of the months remaining in the Term hereof.

SECTION 22. ATTORNEYS' FEES AND EXPENSES:

Landlord and Tenant hereby agree that should either party bring a cause of action against the other party for the alleged breach of any term, clause, covenant, and/or condition under this Lease, the parties, respectively, agree to pay the cost of their own attorneys, witnesses, consultants, and court costs. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce its rights and to any bankruptcy, receivership or other insolvency proceeding or negotiation.

SECTION 23. LANDLORD'S ACCESS: Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours, and with forty-eight (48) hours' prior written notice, except in the event of emergency, and without materially interfering with the conduct of Tenant's use of the Premises, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said land. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the appropriate governmental authority. In the event of an emergency, the Landlord shall be permitted to enter the Premises, and make it safe for the Landlord, and others near or about the Premises.

SECTION 24. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease (including such provisions for damages and acceleration). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless: (i) all defaults of Tenant shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances

that there will continue to be sufficient funds and personnel available to professionally operate the Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract; and (iii) the assumption and, if applicable, the assignment of this Lease, has been ratified and approved by order of such court or courts as have final jurisdiction over the bankruptcy code and the case. No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), and (iii) of the preceding sentence and any such assignment, shall, without limitation, be subject to the provisions of this Section. When pursuant to the bankruptcy code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Rent, and other charges specified herein to be payable by Tenant.

Neither Tenant's interest or estate in the Premises herein or created hereby, nor any lesser interest or estate of Tenant, shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this Lease, if the term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this Lease pursuant to the provisions of this Section or prevent Landlord from regaining possession of the Premises thereupon in the event of a bankruptcy. Notwithstanding the foregoing, Landlord may elect to accept Rent from a receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the Premises by virtue of this Lease. Landlord shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to obtain an order authorizing a rejection of the Lease at Landlord's option which may limit Tenant from maintaining possession of the Premises, notwithstanding the institution of bankruptcy. In the event Landlord is required to exercise any rights under this Section, Tenant agrees to immediately consent to any and all of the relief requested by Landlord.

SECTION 25. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

SECTION 26. NOTICE: All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as Federal Express or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

To Landlord: Internal Services Department
Real Estate Development Division

18

111 N.W. 1st Street, Suite 2460
Miami, Florida 33128
Attention: Director

With copy to: Miami-Dade County Attorney's Office
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128

With copy to: Internal Services Department
Procurement Management Division
111 N.W. 1st Street, Suite 1300
Miami, FL 33128
Attn: Director

To Tenant: BellSouth Telecommunications, LLC
d/b/a AT&T Florida
675 West Peachtree Street - Floor 43
Atlanta, GA 30375
Attn: Executive Director-Senior Legal
Counsel

With a copy to: BellSouth Telecommunications, LLC
One AT&T Way, Room 1B 201
Bedminster, NJ 07921
Attn: Lease Administration

With a copy to: BellSouth Telecommunications, LLC
Whitacre Tower
208 South Akard, Room 3137
Dallas, TX 75202
Attn: General Attorney-Real Estate

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served three (3) business days after the date the notice was given to the courier or deposited in the United States Post Office receptacle, unless proof of earlier delivery is obtained or provided.

SECTION 27. NUISANCE; WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any neighboring property owner or tenant, or which may adversely affect Landlord's fee interest in the Premises or on the Premises. No loudspeakers, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense, that it operates in a manner such that any odors, smells or noise emanating from its use of the Premises do not impact or affect neighboring property owners or tenants. Tenant covenants and agrees to prevent the Premises from being used in a way which will injure the reputation of the Landlord, or of the Premises, or which may be a nuisance, annoyance, inconvenience, or damage to the neighboring property owners, including, without limiting the

generality of the foregoing, noise by, mechanical or electrical equipment, or any other noise or odors.

SECTION 28. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 29. LANDLORD'S REPRESENTATIONS AND COVENANTS: The Landlord represents and covenants to the Tenant the following that:

(a) It has full power and authority to enter into this Lease and perform in accordance with its terms, conditions, and provisions and that the person signing this Lease on behalf of Landlord has the authority to bind the Landlord and to enter into this transaction, and the Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

(b) Landlord is the fee simple owner of the Premises, and Landlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Landlord, or otherwise, and subject only to the rights reserved herein to Landlord.

(c) Landlord will keep the Premises free and clear of any and all liens on account of any construction, repair, alternation, improvements, and/or taxes.

(d) Landlord represents and covenants as of the Effective Date of this Lease, to the best of Landlord's knowledge, the Premises will not be in violation of any federal, state, county, and municipal laws and regulations, including, but not limited to any building code, environmental regulation, or other government ordinance or law. Landlord further represents and covenants that it has not received any notice of any such violation.

SECTION 30. HOLD HARMLESS: To the fullest extent permitted by law, the Tenant hereby agrees to indemnify, hold harmless, and defend the Landlord, its employees, agents, contractors, licensees, and invitees from and against any and all claims, actions, damages, liabilities, and expenses, including, but not limited to, judgments, settlement payments, fines paid, incurred or suffered by anyone in connection with any loss of life, personal injury and/or damage to property, arising from, or out of, the occupancy or use by the Tenant of the Premises, as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees.

SECTION 31. INDEMNIFICATION: The Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including any and all reasonable attorneys' fees and costs of defense which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance

of this Lease by the Tenant, and/or its trustees, officers, employees, agents, partners, principals, contractors, or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments and any and all reasonable attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

SECTION 32. INSURANCE: Prior to occupancy, the Tenant shall furnish to the Internal Services Department, Procurement Management Services, 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128, a Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the minimum requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 N.W. 1ST STREET
SUITE 2340
MIAMI, FLORIDA 33128

Compliance with the foregoing requirements shall not relieve the Tenant of its liability as an obligation under this section or any other section of this Lease.

Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in full force for the duration of this Lease. If insurance certificates are scheduled to expire during the Term of this Lease, Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord prior to expiration.

SECTION 33. HAZARDOUS MATERIALS: Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Premises. The requirements of this section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant hereby indemnifies and holds harmless the Landlord, and Landlord's employees, assigns, vendors, contractors, agents, against all claims, causes of action, liability or loss, including any and all reasonable attorneys' fees and costs on the trial and appellate level, arising out of a violation by Tenant of this provision. Tenant's obligations and liabilities under this Section shall survive the termination of this Lease. Since the Premises is located within the boundaries of Miami-Dade County, Florida, the Director of the Miami-Dade County department entitled Regulatory and Economic Resources may also enforce the requirements of this Section.

SECTION 34. PARTIES STATUS: Landlord represents that it is a government entity, a political subdivision of the State of Florida, either at the time of the execution of this Lease or thereafter, and such status as a government entity shall be maintained during the term of this Lease. In the event the Landlord fails to maintain its status as a government entity, the Tenant shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

The Tenant represents that it is a business entity, organized and licensed to do business in both the State of Florida, and specifically in Miami-Dade County. The Tenant acknowledges and agrees that at all times during the Term of this Lease that it shall maintain its corporate status as active and current with the appropriate state authorities and in the event the Tenant fails to maintain such status, the Landlord shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

SECTION 35. REPRESENTATIONS/WARRANTIES: If a party executes this Lease as a corporation, limited liability company or a partnership, then the party and the persons executing this Lease on its behalf, represent and warrant that the individuals executing the Lease on its behalf are duly authorized to execute and deliver the Lease on its behalf in accordance with the organizational documents and that this Lease is binding upon it in accordance with its terms. Each party further warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and commencement of this Lease and the performance

of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as an active corporation, government entity or partnership, as the case may be, at any time, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, the other party may, in addition to any other remedy, terminate this Lease by written notice to the other party.

Tenant agrees to indemnify and save and hold harmless Landlord from and against any damages arising out of a default of this Lease, or any damage, loss or expense (including without limitation, reasonable attorneys' fees and other costs and expenses incident to the filing of any suit, action, complaint, investigation, or proceedings) arising out of or resulting from any breach of any warranty or representation made by it. The indemnity set forth above shall survive the expiration or termination of this Lease and shall not be deemed to limit or otherwise affect any of the Landlord's remedies at law or in equity.

SECTION 36. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than thirty (30) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon.

SECTION 37. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter.

SECTION 38. FINANCING AGREEMENTS: The Tenant hereby acknowledges and agrees that it shall not enter into, execute or deliver any financing agreement, arrangement, mortgage, encumbrance, and/or place any lien upon the Premises, and/or the Tenant's leasehold interest in the Premises, without the Landlord's prior written consent to do so. Further, the Tenant also agrees that any financing agreement, arrangement, mortgage, encumbrance, and/or lien upon the Premises, and/or the Tenant's leasehold interest in the Premises, which might be approved by the Landlord cannot be considered as a priority to any mortgage or deed of trust that Landlord has, or may place in the future, upon the Premises.

SECTION 39. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, purporting to be for labor or materials furnished or to be furnished at the request of

Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as allowed by law, within five (5) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such five (5) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within ten (10) days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred, including reasonable attorneys' fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and hold Landlord harmless from any claim or damage resulting therefrom. Tenant shall deliver to Landlord all necessary lien releases and waivers confirming that Tenant has paid its contractors and sub-contractors (collectively "Contractors") in full for any work performed by Contractors for Tenant, and further that the Contractors release and waive any possible claims against the Premises associated with their work. Tenant acknowledges that a formal notice has been recorded in the Public Records denoting this prohibition against any type of lien being placed upon Landlord's property. The obligations in this Section shall survive the expiration or early termination of this Lease.

SECTION 40. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION): If the entire Premises is totally destroyed, as determined by the Landlord or Tenant, as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), Landlord or Tenant may, at their option, terminate this Lease by giving the other party thirty (30) days' advanced written notice, and this Lease shall terminate on the thirtieth (30th) day thereafter. If not terminated, Tenant shall have the obligation to render the Premises tenantable by repairs within ninety (90) days of such Casualty Event, by first providing the Landlord with notice thereof, and during such time the Tenant's responsibility to pay Rent, including any Additional Rent, shall continue unabated. If the Premises is not rendered tenantable within said time, either party hereto may cancel this Lease by written notice, effective upon the receipt of such notice. Should the Landlord elect to undertake any work relating to repairing the Premises due to a Casualty Event, the Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury to the business of Tenant, resulting from delays in repairing the damage.

If this Lease is terminated as provided in this Section, all of Tenant's obligations under this Lease shall cease, effective from the date of the Casualty Event, or upon cancellation, whichever is later, except that the Tenant shall be required to immediately remove any and all of the equipment, personal property from the Premises, including but not limited to, Tenant's Property. If this Lease is not terminated, and if Tenant remains utilizing the Premises or any portion of the Premises after the occurrence of an event, including a Casualty Event, that does not totally destroy the Premises, the Tenant shall be obligated to pay Rent, and repair the Premises, including but not limited to, any and all

fencing and landscaping. All construction and/or repairs by Tenant shall be made in a manner consistent with and in accordance with this Lease and all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with improvements and landscaping comparable to how the Premises existed before the event, including any Casualty Event.

As stated above, during periods of hurricane or tropical storm watches and/or warnings, Tenant, as it deems appropriate, shall be permitted to install or mount hurricane protection devices or other appropriate protections on or about the Premises at its sole cost and expense.

In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding (a "Taking") whereby the remainder of the Premises is rendered untenantable, the parties hereto shall have the right to terminate this Lease without further liability on the part of Landlord or Tenant as of the date of the Taking, by providing thirty (30) days written notice from the date of such Taking. If this Lease is not terminated, and if Tenant remains utilizing the Premises or any portion of the Premises after a Taking, Tenant shall be obligated to pay Rent. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong solely to Landlord and Tenant, as their rights may appear, and the Tenant hereby waives any right to make any additional claim against the Landlord.

SECTION 41. LEASEHOLD IMPROVEMENTS UPON LEASE EXPIRATION OR TERMINATION: Tenant shall at the expiration or other termination of this Lease remove all of Tenant's fixtures, equipment, and effects, and any other Tenant's Property from the Premises. Tenant's right to remove these items from the Premises is conditioned upon Tenant's full and complete discharge of any and all obligations under this Lease. In the event any obligations are due and owing to Landlord at the time Tenant seeks to vacate the Premises, Tenant shall take no action to remove any of these items located on the Premises, and Landlord shall be entitled to exercise any and all rights as Landlord against such property in order to satisfy all such obligations. Tenant also agrees to repair any damage caused to the Premises by the removal of these items.

SECTION 42. RETURN OF PREMISES: If the Expiration Date occurs on a weekend day or a federal, state, or county holiday, the Premises shall be returned to the Landlord in accordance with this Section, no later than 5:00 p.m. on the business day after such weekend day or federal, state, or county holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, all keys, locks thereto, and all alterations and additions made to or upon the Premises, except for Tenant's Property, in good condition subject to reasonable wear and tear, damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's Property from the Premises, Landlord is hereby authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under

Landlord's control or after ninety (90) days to sell at public or private sale, with notice, any or all of the property not so removed by Tenant and to apply the net proceeds of such sale to the payment of any sum due hereunder. Alternatively, Landlord, at its sole discretion, may dispose of Tenant's Property after ninety (90) days from the Expiration Date, without any obligation or compensation to the Tenant.

SECTION 43. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease memorializes the entire agreement between the parties hereto and all prior negotiations. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Premises was not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 44. QUIET ENJOYMENT: Tenant, on paying the Rent and performing all of the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the term of the Lease.

SECTION 45. RULES AND REGULATIONS AND TENANT OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with reasonable non-discriminatory rules and regulations for the Premises, including but not limited to the following:

- a) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises.
- b) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises, and shall immediately process its claim through its insurance carrier.
- c) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, or advertising devices on, in, or about the the Premises other than as specifically permitted in this Lease.
- d) Tenant shall immediately notify the Landlord of any incident in which Tenant or its employees, agents, contractors, invitees is seriously injured or dies on or about the Premises,

irrespective of the cause of injury or death. For the purposes of this Section, serious injury is any injury that results in hospitalization, wound care, and/or surgery.

Tenant agrees that Landlord may from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt additional reasonable rules and regulations applicable to the Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant.

SECTION 46. INDEPENDENT COVENANT: Each and every Rent obligation Tenant is obligated for under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under this Lease.

SECTION 47. SIGNAGE/ADVERTISING: The Tenant shall not erect, maintain, or display any signs or any advertising matter without the prior written approval of the Landlord or its designated representative. The Tenant further agrees that all signs must comply with applicable local zoning and building department ordinances, codes and regulations. Landlord reserves the right to review all signs and must provide written approval of all shop drawings prior to submission for permit applications.

The following signs are prohibited:

- (1) flashing lights or animated signs, (2) audible devices and temperature signs, (3) all Styrofoam, plastic, foam and wood signs, (4) all paper signs and banners of any kind (unless professionally prepared), (5) flood lights, flags, pennants or signs held by ropes, (6) window signage, and (7) balloons, sandwich boards, sidewalk signs, portable signage, signs, characters or mascots, parking lot signage and the like.

All signs are to be constructed at Tenant's sole cost and expense and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall not be deemed a fixture to the Premises, and shall be removed upon the Expiration Date, or earlier upon termination of this Lease.

SECTION 48. NON-WAIVER PROVISION: Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise of any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or

subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

No waiver by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver of any such agreement or condition, shall be deemed to be a waiver of, or assent, to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 49. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local taxing authorities and other governmental agencies, throughout the term of this Lease, for all personal property taxes, sales taxes, and any other tax or imposition, which may be imposed or levied against the Premises, the Tenant's leasehold interest in the Premises, or its personal property thereon. **THE RENT DOES NOT INCLUDE STATE OF FLORIDA SALES TAX (WHICH IS CURRENTLY ESTABLISHED AT SEVEN (7%) PERCENT FOR MIAMI-DADE COUNTY), AND UNLESS THE TENANT PROVIDES A CONSUMER'S CERTIFICATE OF EXEMPTION FROM THE STATE OF FLORIDA, DEPARTMENT OF REVENUE OR OTHER DOCUMENTATION ACCEPTABLE TO THE LANDLORD DEMONSTRATING TENANT'S EXEMPTION FROM THE PAYMENT OF SALES TAX ON THE RENTAL CHARGES, SUCH SALES TAX SHALL BE CHARGED TO THE TENANT, AND THE TENANT SHALL BE REQUIRED TO PAY SUCH TAX.** However, if the Tenant fails to properly pay the taxes to the appropriate governmental authority, then the Landlord elects to invoice the Tenant for such amount.

SECTION 50. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, in the event it is prevented from so performing by strike, lockout, breakdown, accident, act of nature, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control.

SECTION 51. ADA/HANDICAPPED; CODE UPGRADES: Tenant agrees, at its sole expense, to comply promptly with all current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over the Premises, including any ordinances or requirements for handicapped access to or about the Premises. Tenant shall be responsible for upgrading the Premises for any code upgrades that may be enacted in the future. With regards to the Premises, Tenant will comply with all requirements to make necessary modifications that are readily achievable within the confines of the Premises.

Regarding any improvements to the Premises by the Tenant, the Tenant acknowledges and agrees that it will comply with the terms and conditions of the federal Americans with Disabilities Act ("ADA"), along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including §§553.501-553.513, Florida Statutes, and shall immediately bring the Premises, and the area(s) leading to and from the Premises, into compliance upon request. Tenant acknowledges and agrees that Landlord shall have no obligation in any manner to Tenant, or any claimants on behalf of Tenant, for any improvements or upgrades made by or for the Tenant to the Premises, including if any such improvements were made to any access leading to or from the Premises.

SECTION 52. SECURITY: Tenant acknowledges that Tenant assumes all responsibility and liability for the security of its own employees, agents, equipment and fixtures on the Premises, including, but not limited to any fixtures and equipment, including, but not limited to, Tenant's Property. Tenant, at its option, may enlist its own security personnel and/or install its own security devices on or about the Premises.

SECTION 53. NO OFFER: THE PRESENTATION AND EXECUTION OF THIS LEASE BY TENANT SHALL BE AN OFFER WHICH MAY BE ACCEPTED BY LANDLORD, AND TENANT AGREES TO NOT WITHDRAW ITS OFFER UNTIL THE EARLIER OF (A) THIS LEASE BEING CONSIDERED BY THE BOARD OF COUNTY COMMISSIONERS, OR (B) DECEMBER 31, 2016. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND COMMENCEMENT OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HEREWITH.

SECTION 54. RIGHT TO A JURY TRIAL: LANDLORD AND TENANT HEREUNDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE NOT TO WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, OR RELATED HERETO, WHETHER UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, IN THE EVENT EITHER PARTY INITIATES LEGAL PROCEEDINGS TO ENFORCE ANY OF THE TERMS OF THIS LEASE, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN COST OF SUIT, INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ANY AND ALL REASONABLE ATTORNEYS' FEES AND OTHER EXPENSES AT TRIAL AND ON ANY APPEAL.

SECTION 55. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors,

heirs, assigns, personal representatives, or successors, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to assignment by Tenant, but as a reference only to those instances in which Landlord may later give written consent to a particular assignment.

SECTION 56. MISCELLANEOUS:

A. CAPTIONS AND SECTION NUMBERS: The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify or limit the provisions, interpretation, construction, or meaning hereof.

B. CONSTRUCTION OF CERTAIN TERMS: As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

C. EXECUTION: This Lease shall be fully executed in four (4) complete original instruments, each of which shall be deemed an original of this Lease, and any of which may be introduced into evidence as conclusive evidence of the Terms hereof or used for any other purpose without the production of the other instruments.

D. LIMITATION OF LIABILITY: The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only Miami-Dade County, and in the event of any transfer or transfers of title to said property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Premises and in the rents and expenses thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord, or any of its officers, employees, or agents, ever be personally liable for any such liability.

E. RECORDING: This Lease is not in recordable form, and the parties agree not to record or permit the recording of

24

this Lease, except for filing with the Clerk of the Board of County Commissioners, although Landlord and Tenant may reasonably agree upon the form of a recordable memorandum of this Lease, to be recorded on an occasion at or near the time of the Effective Date.

- F. **CONFIDENTIALITY:** The parties hereby acknowledge and agree that the Landlord shall be permitted to disclose any information herein or in connection with Landlord's relationship with Tenant without Tenant's prior written consent.
- G. **SUCCESSORS AND ASSIGNS:** The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.
- H. **LANDLORD-TENANT RELATIONSHIP:** Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease, and they are and at all times shall remain in the relationship of Landlord and Tenant.
- I. **PARTIAL INVALIDITY OR UNENFORCEABILITY:** The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.
- J. **BROKERS:** Both parties hereby stipulate, acknowledge and agree that neither of them utilized a broker or an agent in the selection, negotiation, and/or for any other reason involving this Lease, and thereby there are no brokerage commissions due under this Lease.
- K. **GOVERNING LAW:** This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida, and venue for all actions shall lie in Miami-Dade County, Florida.
- L. **ENTIRE AGREEMENT:** This Lease, to mean collectively these terms and conditions, all exhibits attached hereto, EPPRFP-00286 and all associated addenda, and Tenant's Proposal, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This Lease cancels, voids, and nullifies all prior lease agreements, addendums, written agreements and oral agreements between the parties. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant.
- M. **TELECOPIED AND EMAILED SIGNATURE PAGES:** In order to expedite the transaction contemplated herein, telecopied or emailed signatures

may be used temporarily in place of original signatures on this Lease while the original document and signatures are being delivered. The parties intend to be temporarily bound by the signatures on the telecopied document, are aware that the other party will briefly rely on the telecopied or emailed signatures, and hereby waive any defenses to the enforcement of the terms of this Lease, for a short-term period, based on the form of signature.

- N. **CALENDAR DAYS:** Any mention in this Lease of a period of days for performance, unless otherwise described in this Lease, shall mean calendar days.
- O. **TERMINATION BY TENANT:** The Tenant shall have a one (1) time right to request to terminate this Lease upon the expiration of the seventh (7th) Lease Year, with thirty (30) calendar days prior written notice to the Landlord. Should the Tenant elect to terminate this Lease upon the expiration of the seventh (7th) Lease Year, then this Lease shall terminate just as if it reached its natural Expiration Date, and the Tenant shall be responsible for all of the rent and expenses incurred to the date of its notice of termination to the Landlord, along with any and all other responsibilities as found in this Lease.
- P. **WITHDRAWAL:** The Tenant acknowledges and agrees that the Landlord shall have until January 31, 2017, by which to obtain approval by the Miami-Dade County Board of County Commissioners for this Lease (the "BCC Approval Window"). During the BCC Approval Window, the Tenant agrees that it shall not withdraw, retract, rescind, or modify the terms of this Lease with the Landlord.

**REMAINDER OF PAGE WAS
LEFT INTENTIONALLY BLANK
ONLY THE SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease, under seal, for the purpose herein expressed, the day and year above written.

WITNESSED BY:

TENANT:

As to Tenant:

BELLSOUTH TELECOMMUNICATIONS, LLC
d/b/a AT&T Florida

Melissa Wilson
Print: Melissa Wilson
Kinda S. Edwards
Print: Kinda S. Edwards

By: Douglas R. Gilbert

(OFFICIAL SEAL)

LANDLORD:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

By: _____
Carlos A. Gimenez
County Mayor

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

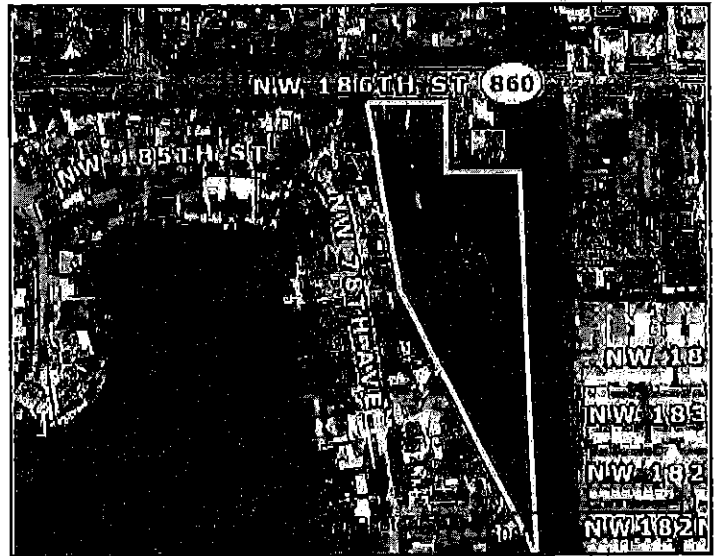


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/6/2015

Property Information	
Folio:	30-2010-000-0051
Property Address:	7750 NW 186ST
Owner	MIAMI-DADE COUNTY ENTERPRISE TECHNOLOGY SERVICES
Mailing Address	5880 SW 87 AVE MIAMI, FL 33173-1618
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1,224 Sq.Ft
Lot Size	1,265,025.96 Sq.Ft
Year Built	1982



Assessment Information			
Year	2015	2014	2013
Land Value	\$2,618,192	\$2,618,192	\$2,618,192
Building Value	\$93,203	\$91,008	\$92,288
XF Value	\$5,605	\$5,583	\$5,661
Market Value	\$2,716,900	\$2,714,781	\$2,716,141
Assessed Value	\$2,716,900	\$2,714,781	\$2,716,141

Benefits Information				
Benefit	Type	2015	2014	2013
County	Exemption	\$2,716,900	\$2,714,781	\$2,716,141

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
10 52 40.29.041 AC M/L 100FT WIDE STRIP THRU W1/2 & NE1/4 FOR DADE CO CANAL R/W & TR A OF PB 82-49 LESS S198FT OF N253FT OF E200FT

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	\$2,716,900	\$2,714,781	\$2,716,141
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$2,716,900	\$2,714,781	\$2,716,141
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$2,716,900	\$2,714,781	\$2,716,141
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

27

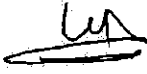
Exhibit B

Memorandum



Date: March 2, 2016

To: Barry Kent, Real Estate Officer
Real Estate Development Division
Internal Services Department (ISD)

From: Wilbur Mayorga, P.E., Chief
Environmental Monitoring and Restoration
Division of Environmental Resources Management (DERM) 
Department of Regulatory and Economic Resources

Subject: Property being Circulated for Lease by ISD_7750 NW 186 ST, Miami, FL_Folios 30-2010-000-0051, dated February 17, 2016

Attached, please find the Department of Regulatory & Economic Resources - Division of Environmental Resources Management's (DERM), Environmental Resources Management Division's (EMRD) preliminary findings regarding the subject property being considered for lease.

Please note that these findings are only related to EMRD files for contaminated sites which consist of solid waste (landfills, dumps), hazardous waste and industrial waste facilities, including dry cleaners. Other sections or divisions within DERM may have additional, forthcoming commentary on these properties as the reported findings noted below exclude wetland, tree, water control and waste water related issues, etc.

A summary of the findings is as follows: 1) the property does not have contamination documented in our files within its boundaries and 2) the property does have contamination documented in our files within 135' to the east which is beyond a canal, as noted in the attached aerial map. The contamination includes two discharges, one of which is awaiting state funding for assessment and remediation via the Drycleaning Solvent Cleanup Program, as denoted by the acronym "DSCP" in the attached findings table. Additional information on the contamination can also be found in the attached findings table.

Please note that since these findings are only based on documentation available in EMRD files, they would not preclude the need for a Phase 1 environmental site assessment, which would provide the appropriate and comprehensive depiction of historical site activities and their potential for contamination impacts.

If you have any questions concerning the above, please contact Karina Martinez or me at (305) 372-6885.

KM

pc: Julie Balogh - DERM, EMRD
Tara C. Smith - ISD
Lisa Spadafina, Mike Spnelli - DERM, Natural Resources Division
Rashid Istambouli - DERM, Pollution Regulation Division