

# MEMORANDUM

Agenda Item No. 9(A)(3)

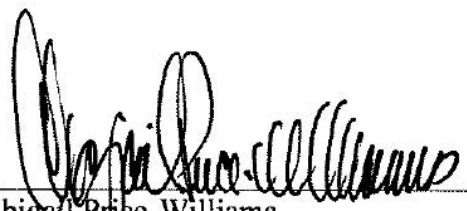
**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** October 6, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution authorizing terms and authorizing execution by the County Mayor of a lease agreement between Miami-Dade County and Gables Miracle Mile, LLC, a Florida Limited Liability Company, for the premises located at 308 Miracle Mile, Bay 308, Coral Gables, Florida, 33134, to be utilized by the Miami-Dade Public Library system as a temporary Coral Gables Branch Library for up to two years for a total rent and improvements cost of \$379,040.00; authorizing the County Mayor to exercise any and all rights conferred therein, and to take all actions necessary to effectuate same

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



Abigail Price-Williams  
County Attorney


APW/Imp

# Memorandum



**Date:** October 6, 2020

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Authorizing a Lease Agreement between Miami-Dade County and Gables Miracle Mile, LLC, for Space to be Utilized as a Temporary Library During the Renovation of the Coral Gables Branch Library

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's Designee to enter into the attached Lease Agreement (Attachment 1) with Gables Miracle Mile, LLC (Landlord), for up to two years for a temporary Coral Gables Library location at 308 Miracle Mile, Bay 308, Coral Gables, Florida, 33134. This 2,242 square foot storefront location will be utilized by the Miami-Dade Public Library System as a temporary branch location during the renovation of the Coral Gables Branch Library.

## **Scope**

This temporary location is located in County Commission District 7, which is represented by County Commissioner Xavier L. Suarez.

## **Fiscal Impact/Funding Source**

The total cost for the first year of the initial lease term is \$244,520, which includes gross rent of \$134,520 based on a rental rate of \$60 per square foot as well as net costs of approximately \$98,000 for buildout and furniture costs to the space (includes a \$12,000 rent credit). The total two-year cost is \$379,040, if the full two-year term is utilized. Library District revenues are the funding source for the Lease Agreement.

## **Track Record/Monitor**

There are no known issues with the Landlord. The Lease Agreement will be managed by Leo Gomez, Assistant Director, Miami-Dade Public Library System (MDPLS).

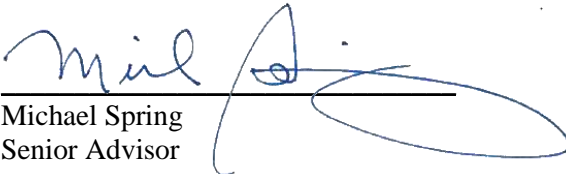
## **Background**

In late 2020, MDPLS will begin the construction phase of major renovations and improvements to the Coral Gables Branch Library. This project has completed design and permitting and is now in the contractor bid and selection phase. It is expected that it will take approximately 18 months to complete the project, during which time it will be necessary to close the Coral Gables Branch Library.

As such, MDPLS has been searching for a temporary location to ensure continuity of library services in the Coral Gables area throughout the construction phase. The proposed Lease Agreement provides for a 2,242 square foot commercial retail space in a highly visible, well-located, ground floor location. This location is viewed favorably due its accessibility from surrounding commercial and residential development, overall foot traffic, and proximity to the existing Coral Gables Branch library. While the location is largely move-in ready, MDPLS has included funding for improvements to the space such as data and electrical wiring, furniture for the public areas, and exterior signage that would be needed to make this location operational for public use. The proposed gross rental rate of

\$60 per square foot includes Common Area Maintenance (CAM) costs and is a favorable rental rate compared to other commercial retail space in this area.

Approval of this item is recommended and will allow MDPLS to continue to meet the demand for library services in the Coral Gables area while furthering the continued progress being made in both hardening and improving our library facilities and advancing the MDPLS strategic goal of creating great spaces and destinations for our residents.

  
\_\_\_\_\_  
Michael Spring  
Senior Advisor

**LEASE**

THIS LEASE (this “**Lease**”), is made as of the date set forth in Article 1 below, by and between GABLES MIRACLE MILE, LLC, a Florida limited liability company (the “**Landlord**”), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the “**Tenant**”).

In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases, grants, bargains, sells and conveys to Tenant and Tenant hereby accepts, pursuant to this Lease, as follows:

**ARTICLE 1. Basic Lease Provisions/Defined Terms.**

**BUILDING AND SHOPPING DISTRICT** - All property real, personal or mixed, owned by Landlord as of this date, in the building located at: 308 Miracle Mile, Coral Gables, Florida (the “**Building**”).

**DATE:** \_\_\_\_\_, 2020

**LANDLORD:** Gables Miracle Mile, LLC  
a Florida limited liability company

**ADDRESS:** c/o Terranova Corporation  
801 Arthur Godfrey Road, Suite 600  
Miami Beach, Florida 33140

**TENANT:** Miami-Dade County

**TRADE NAME:** Miami-Dade Public Library System

**ADDRESS:** 101 West Flagler Street  
Miami, Florida 33130

**CONTACT:** Attn: Ray Baker, Director

**TELEPHONE:** (305) 375-5026

**E-MAIL:** bakerr@miamidade.gov

**TAX ID:** 596000573

**MANAGING AGENT:** Terranova Corporation

**ADDRESS:** 801 Arthur Godfrey Road  
Suite 600  
Miami Beach, Florida 33140

**PHONE:** (305) 695-8700

**PREMISES:**

**BAY:** 308

**ADDRESS:** 308 Miracle Mile, Coral Gables, Florida 33134

(The approximate location of the Building and the Premises is shown on **Exhibit “A”**.)

**FLOOR AREA OF PREMISES:** Deemed to be 2,242 rentable square feet.

**LEASE TERM:**

**INITIAL TERM:** Twenty-four (24) full calendar months following the Rent Commencement Date, plus any partial calendar month (if any); provided, however, that commencing with the thirteenth (13<sup>th</sup>) month during the term of this Lease and provided that Tenant shall not be in default, Tenant, at its option, may terminate this Lease by providing Landlord with sixty (60) days prior written notice. Tenant’s obligations to pay Rent and any other costs or charges under this Lease, and to perform all other Lease obligations for the period up to and including the termination date, shall survive the termination of this Lease.

**COMMENCEMENT DATE:** The date that the Lease is fully executed by Landlord and Tenant.

**RENT COMMENCEMENT DATE:** The earlier of: (i) the date Tenant opens for business; OR (ii) ninety (90) days after the date that Landlord tenders possession of the Premises to Tenant (the “Delivery Date”).

<b>EXPIRATION DATE:</b>	The last day of the twenty-fourth (24th) full calendar month following the Rent Commencement Date.
In the event specific dates are not specified herein, the parties shall execute the Certificate affirming dates attached hereto as <b>Exhibit “C”</b> once specific dates are determined.	
<b>RENT:</b> All sums due and owing by Tenant hereunder, including, but not limited to Minimum Base Rent.	
<b>MINIMUM BASE RENT:</b>	Eleven Thousand Two Hundred Ten Dollars (\$11,210.00) per month, subject to and as more particularly set forth in Article 3 and subject to the Monthly Credit described below.
<b>TENANT’S PERMITTED USE:</b>	For use as a temporary location for the Coral Gables Branch of the Miami-Dade Public Library System providing library services to the public that are customary to, and in accordance with, the programs and services provided at the existing Coral Gables Branch and other Miami-Dade Public Library locations and for no other use or purpose, including no food or bar sales.
<b>RADIUS RESTRICTION:</b>	N/A
<b>REQUIRED OPENING DATE:</b>	Thirty (30) days after the Rent Commencement Date.
<b>REQUIRED OPERATING TIMES:</b>	The normal and customary business hours of the shopping district in which the Building is located as may be established from time to time by Landlord, but at a minimum for eight (8) hours each day, six (6) days a week, subject to and as more fully set forth in Articles 6 & 37. The Landlord recognizes that the current operating hours of the Coral Gables Branch Library range between 8.5 – 10.5 hours per day, 6 days per week but that the provision of library hours, services, equipment, materials, and staffing are ultimately subject to the availability of funding to the entire Miami-Dade Library Taxing District, that which is approved annually by the Miami-Dade Board of County Commissioners.
<b>SECURITY DEPOSIT:</b>	N/A, subject to and as more fully set forth in Article 25.
<b>PREPAID RENT:</b>	\$10,210.00, subject to and as more fully set forth in Article 3.
<b>BROKER:</b>	Terranova Corporation, subject to and as fully set forth in Article 28.
<b>COMMON AREAS:</b>	Those areas and facilities which may be furnished from time to time by Landlord or others for the non-exclusive general common use of tenants and other occupants of the Building and their agents, employees and customers.
<b>DELIVERY:</b>	<b>“As-Is”</b> , subject to the completion of Landlord’s Work prior to the delivery date.
<b>LANDLORD’S WORK:</b>	Landlord shall replace the HVAC, and grills and/or diffusers, serving the Premises prior to the delivery date.
<b>RENT CREDIT:</b>	<p>In lieu of Landlord providing a Tenant Improvement Allowance to Tenant and provided that Tenant has duly kept and performed all of the terms, covenants, and conditions of this Lease, and is not then in default, Landlord agrees to grant Tenant a rent credit in an amount equal to one months’ minimum base rent, in the aggregate amount of \$12,000 (<b>“Maximum Credit”</b>), to be applied against the first twelve (12) minimum monthly base rent payments due under this Lease (the <b>“Credit Period”</b>) in equal monthly increments of \$1,000 (the <b>“Monthly Credit”</b>)</p> <p>It is understood and agreed to by Tenant that in consideration of such rent credit, Tenant shall be obligated to perform and fully complete the Initial Leasehold Improvements (as defined in and subject to the requirements of Article 30 hereinbelow) to remodel the interior and exterior of the Premises with new and quality materials and equipment as required in order to operate for the Tenant’s Permitted Use in accordance with the plans and specifications to be approved by Landlord, at Tenant’s sole cost and expense, and that the aforementioned credit shall be applied only after all of the Initial Leasehold Improvements to be made by Tenant in and to the Premises are</p>

fully completed and paid for by Tenant in accordance with all terms, covenants, and conditions of this Lease. Without limiting the foregoing, a conceptual listing of the Initial Leasehold Improvements to be made by Tenant are set forth in **Exhibit “E”** attached hereto and made a part hereof.

In the event Tenant fails to complete said Initial Leasehold Improvements in accordance with the plans and specifications, the requirements of this Article and Article 30, and comply with all other terms, covenants, and conditions of the Lease, on or before the first day of the first month of the Credit Period, the application of each Monthly Credit during the Credit Period shall be null and void and of no force or effect. Additionally, throughout the Term of this Lease, should Tenant be in default of the terms of the Lease beyond any applicable notice and cure period, Tenant agrees that the Maximum Credit, to the extent provided by Landlord to Tenant, if any, shall be immediately repaid to Landlord by Tenant and shall be considered as additional Rent.

The terms defined in this Article 1 shall have the meaning herein indicated throughout the Lease unless otherwise stated. If there is any conflict between any of the provisions of this Article 1 and the other terms of the Lease, the other terms of this Lease shall control.

**ARTICLE 2. Term.**

**Section 1:** Subject to delay due to force majeure as described in Section 42(w), the Term shall commence on the Commencement Date, Rent shall commence on the Rent Commencement Date, Tenant shall open no later than the Required Opening Date and the Term shall expire on the Expiration Date unless terminated or extended as provided in the Lease, all as provided in Article 1.

**Section 2:** The first “Lease Year” shall commence on the Rent Commencement Date and shall end on the last day of the calendar month following the first (1<sup>st</sup>) anniversary of the Rent Commencement Date (unless the Rent Commencement Date occurs on the first day of any calendar month, in which event the first Lease Year shall end on the day before the first anniversary of the Rent Commencement Date); thereafter a Lease Year shall consist of successive periods of twelve (12) calendar months. The period from the end of the last full Lease Year through the end of the Term, or the Termination Date, shall constitute the “Final Partial Lease Year” and Minimum Base Rent and all Rent shall be apportioned therefore. The Breakpoint for any Lease Year which is not twelve (12) full calendar months in duration shall be proportionately increased or decreased to reflect the length of such Lease Year on the basis of a three hundred sixty-five (365) day year.

**ARTICLE 3. Rent.**

**Section 1:** Without previous demand therefor and without any setoff or deduction whatsoever, Tenant shall pay to Landlord Minimum Base Rent and all other Rent due hereunder for the Premises, at the address indicated in Article 1, or at such place as Landlord may from time to time designate, on the first day of each month of the Term as provided in Article 1. If Tenant shall fail to pay Rent when due, Tenant shall be subject to late fees and interest as set forth in Article 19. Except as expressly set forth herein, Tenant shall not pay more than one month’s rent in advance.

**Section 2:** Intentionally omitted.

**Section 3:** Tenant shall pay Landlord all applicable taxes then in force which may be imposed on any and all Rents to be received by Landlord. All Rent shall be paid in advance, without abatement, set off or deduction. **IF TENANT IS EXEMPT FROM THE PAYMENT OF APPLICABLE SALES TAX, TENANT SHALL PROVIDE LANDLORD WITH A CERTIFICATE OF EXEMPTION FROM THE STATE OF FLORIDA, DEPARTMENT OF REVENUE EXEMPTING THE TENANT FROM THE PAYMENT OF SALES TAX ON THE RENTAL CHARGES SIMULTANEOUS WITH THE EXECUTION AND DELIVERY OF THIS LEASE.**

**Section 4:** Upon Tenant’s execution of this Lease, Tenant shall provide Landlord with a cashier’s check for an amount equal to the Prepaid Rent set forth in Article 1 of the Lease, which Landlord shall credit against the first month’s Minimum Base Rent, plus the Security Deposit in the amount set forth in Article 1 of this Lease, if any, which Landlord shall hold in accordance with Article 25 of this Lease.

**ARTICLE 4. Intentionally omitted.**

**ARTICLE 5. Intentionally omitted.**

**ARTICLE 6. Use.** During the Term, the Premises shall be used and occupied only for Tenant’s Permitted Use set forth in Article 1 and for no other purposes. Tenant agrees to open and operate one hundred percent (100%) of the Premises during the Term, and to conduct its business at all times in a high class and reputable manner under the Trade Name stated in Article 1. Tenant warrants that it has the full and unfettered right to use Tenant’s Trade Name for the entire Term.

Tenant shall keep the Premises open for business continuously during the Required Operating Times set forth in Article 1, and shall use best efforts to maximize its volume of business in and at the Premises. Tenant acknowledges that the Building

is an interdependent enterprise and its success is dependent upon the opening and continued operation of Tenant's business in accordance with the terms of this Lease. Tenant shall, at its sole expense, promptly comply with all Federal, State and local laws, ordinances and lawful orders and regulations (collectively "**Laws**") affecting the appearance, cleanliness, safety, occupation and use of the Premises, including, without limitation the Americans with Disabilities Act, as the same may be amended and supplemented from time to time (the "**ADA**"). No auction, fire, going out of business or bankruptcy sales shall be conducted in the Premises without Landlord's written consent. Tenant shall not use the sidewalks adjacent to the Premises for business purposes without Landlord's written consent. Tenant agrees not to use flashing or traveling lights, loudspeakers, phonographs, radio broadcasts, or other audio-visual or mechanical devices in a manner to be heard or seen outside the Premises.

The parties hereto agree to comply with all mandatory and voluntary energy, water or other conservation controls or requirements applicable to any shopping centers or buildings issued by federal, state, county, municipal or other applicable governments, or any public utility or insurance carrier including, without limitation, controls on the permitted range of temperature settings in office buildings or requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building. Any terms or conditions of this Lease that conflict or interfere with compliance by Landlord with such controls or requirements shall be suspended for the duration of such controls or requirements. It is further agreed that compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement or reduction of any rent payable hereunder.

In its advertising and promotion, the Tenant shall practice the same higher standards at this location as is practiced throughout the Miami-Dade Public Library System and shall refrain from advertising and promotion at this location that, in the opinion of the Landlord or its Managing Agent, might reflect unfavorably on the Building or might tend to confuse or mislead the public. Tenant shall immediately cease any advertisement to which Landlord objects. Tenant shall not perform any acts or carry on any practices which causes waste to the Building or be a nuisance or menace to other tenants or invitees of the Building, and shall keep the Premises, the sidewalks adjacent to the Premises, the rear area of the Premises and the service area and corridors allocated for the use of Tenant, clean and free from rubbish and dirt at all times. All trash and garbage shall be collected for disposal within the Premises and shall be deposited daily in the dumpsters provided by Tenant. Tenant shall not permit or allow any noxious, foul or disturbing odors or offensive or obnoxious noise, vibration to emanate from the Premises or otherwise suffer, allow, or permit the same to constitute a disturbance to occupants of the Building.

The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts or ensure safety of persons or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and interests; and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses.

**ARTICLE 7. Utilities.** All utilities to the Premises shall be separately metered or submetered at Tenant's sole expense. Tenant shall pay all charges for water, gas, garbage collection, sewage disposal, electricity shown on such meter, submeter or smart meter system and for other expenses associated with utilities used in connection with the Premises including, but not limited to, charges for air conditioning equipment, utility meters, back flow preventers, services, penalties, tap-in fees, impact fees, hook-up fees, security deposits, costs for reading any meter, submeter or smart meter system, and special assessments, within ten (10) days before the charges become due and payable. In the event Tenant fails to pay these charges within this time period, Landlord, at its sole discretion, may pay these charges and bill Tenant for the sums paid plus a twenty percent (20%) service charge, as Rent. Landlord shall have no liability to Tenant for disruption of any utility service and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of rent or other charges. In addition, Landlord may, with notice to Tenant, or without notice in the case of an emergency, cut off and discontinue gas, water, electricity and any or all other utilities whenever such discontinuance is necessary in order to make repairs or alterations.

Tenant shall be required to submit to Landlord electricity and water consumption data in a format deemed reasonably acceptable by Landlord within thirty (30) days after written request by Landlord. Tenant, at Tenant's sole cost and expense, shall install occupancy sensors on all overhead light fixtures so that they automatically switch off when an area is unoccupied. Tenant, at Tenant's sole cost and expense, shall install occupancy sensors on all built-in or fixed task lighting fixtures so that they automatically switch off when an area is unoccupied. Such sensors may be installed with manual overrides for areas that are normally occupied, such as individual offices and conference rooms.

## **ARTICLE 8. Repairs and Maintenance.**

**Section 1:** Landlord shall keep the foundation, the outer walls and roof of the building in which the Premises is located in good repair, except Landlord shall not be called upon to make any repairs caused by the negligence of Tenant, its agents or employees. This provision shall not impose any obligation upon Landlord to make any improvements, changes, alterations or installation to the Premises at the inception of the Lease except to the extent expressly provided for as part of Landlord's Work. Landlord shall not be called upon to make any other improvements or repairs of any kind to the Premises, except as it relates to repairs subject to manufacturer's or installer's warranty on the Landlord-installed HVAC and related components, or, in the case of major system failures, such as electrical, roofing, or plumbing failures that are not under the control of the Tenant.

**Section 2:** The Premises shall at all times be kept in good order, condition and repair by Tenant, and in a clean, sanitary and safe condition in accordance with all laws, including without limitation, the ADA, and directions, rules and regulations of the health officer, fire marshal, building inspector or other officers of any governmental agencies having jurisdiction, all at the sole cost and expense of Tenant. Tenant shall permit no water damage or injury to or from the Premises. Subject to the express maintenance obligations of Landlord set forth in Section 1 above, Tenant shall, at its own cost and expense, maintain and take good care of and make necessary and governmentally required repairs, to the Premises,

and all fixtures and equipment, including but not limited to the interior of the Premises, the exterior and interior windows, doors, locks, entrances, storefronts, signs, showcases, floor coverings, interior walls, columns and partitions, lighting fixtures, heating, ventilating and air conditioning equipment and plumbing and sewage facilities serving the Premises,. Tenant shall also be responsible for replacing all fixtures and equipment listed above which are stolen, damaged beyond repair or worn out.

Tenant agrees to keep and maintain in force a standard maintenance agreement with a company acceptable to Landlord on all air conditioning equipment and provide a copy of such maintenance agreement to Landlord. The maintenance agreement shall provide that the company: (i) regularly services the air conditioning units on the Premises at least on a monthly basis, changing belts, filters, and other parts as required; (ii) performs emergency and extraordinary repairs on the air conditioning units; (iii) keeps a detailed record of all service performed on the Premises; and (iv) prepares a yearly service report to be furnished to Tenant at the end of each calendar year. Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than thirty (30) days prior to the Rent Commencement Date and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated herein above shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the Term. If there is a gas line serving the Premises or Tenant utilizes propane tanks at the Premises, Tenant shall cause the gas line and/or propane tanks and equipment inspected on an annual basis by a qualified contractor to ensure there are no gas or propane leaks. If there is a fire monitoring system exclusively servicing the Premises, Tenant shall pay for and maintain such services. Tenant also shall pay for and maintain a termite and pest extermination service for the Premises. Tenant shall have the obligation to keep the exterior fronts, sidewalks and rear of the Premises in a neat and orderly condition, and free from debris and rubbish at all times. Tenant shall not paint or decorate any part of the exterior of the Premises, or any part of the interior visible from the exterior thereof, without first obtaining Landlord's written approval. Tenant will remove promptly upon notice from Landlord, or take such other action as Landlord may direct, any such paint or decoration which has been applied without Landlord's required approval. If Tenant fails to repair, maintain, improve or remodel the Premises as provided in this article, Landlord may perform the required work and charge Tenant all costs of the work plus an administrative charge of twenty percent (20%), as Rent.

**Section 3:** In the event Tenant replaces any exterior windows or glass doors of the Premises, Tenant shall install and maintain NOA approved hurricane glass and framing for all such exterior windows and glass doors of the Premises.

**Section 4:** Landlord shall have the right, but not the obligation, to provide and install all original bulbs and tubes for Building standard lighting fixtures within the Premises and all replacement tubes for such lighting, which shall be included in the Building Expenses, so long as the Tenant is not individually metered; all other bulbs, tubes and lighting fixtures for the Premises shall be provided and installed by Tenant at Tenant's sole cost and expense.

**Section 5:** The Tenant shall adopt, similar to its practices in other Tenant facilities, low environmental impact cleaning policy, with use of sustainable cleaning chemicals, use of non-disposable or recyclable janitorial paper products and trash bags, in accordance with local, state, and federal policies and practices, to be followed by any janitorial services contractors utilized by the Tenant.

**Section 6:** Intentionally omitted.

**ARTICLE 9. Surrender of Premises.** At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in as good condition as on the Commencement Date, reasonable wear and tear, loss by fire or other unavoidable casualty not due to Tenant's negligence or willful act excepted. Unless otherwise elected by Landlord, all alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by Landlord or Tenant upon the Premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of Landlord and at the termination of this Lease shall remain upon and be surrendered with the Premises. Any linoleum or other floor covering which is adhesively or permanently affixed to the floor of the Premises shall become the property of Landlord.

**ARTICLE 10. Signage and Canopy.** Tenant shall not erect or install any signs, lettering or placards in or around the Premises, without the prior written consent of Landlord. Tenant shall, at its own expenses, order and install within fifteen (15) days after the Commencement Date window wraps which will advertise that Tenant's name or type of business is "coming soon". The form, color, materials, design, location and dimensions of such window wrap will be subject to Landlord's prior written approval and shall comply with all applicable local governmental and any other regulations, laws, orders or ordinances. Tenant, at its own expense, shall remove such window wrap at the time Tenant opens for business. Tenant shall, at its own expense, also install within thirty (30) days after the Commencement Date exterior signs, consisting of internally illuminated channel letters, in a place on the front and rear façade of the Premises to be designated by Landlord, which signs will advertise Tenant's name or type of business. The form, color, materials, design, location and dimensions of the signs will be subject to Landlord's prior written approval and shall comply with all applicable local governmental and any other regulations, laws, orders or ordinances. Landlord may order and install, at Tenant's cost, an under-canopy sign meeting the Building criteria for under canopy signs. Tenant shall replace or repair all signage including, without limitation, all mechanical and electrical parts at Tenant's sole expense as necessary to maintain same in good condition and repair. Within seven (7) days after receipt of written notice from Landlord advising Tenant to the effect that Landlord intends to renovate, repair or in any way modify or alter the front or rear or façade of the building in which the Premises is located, Tenant agrees that it will remove its store signs at Tenant's sole expense. Tenant shall, at its sole cost and expense, remove all of its interior and exterior signage (and all installations appurtenant thereto, including without limitation any panels and electrical hook-ups) at the expiration or earlier termination of the Term and repair any damage to the Premises caused by the installation and removal of the signage. If Tenant fails to remove or repair its signs as provided in this paragraph, Landlord, without further any further notice to Tenant, may remove and restore at Tenant's sole cost and expense. Tenant shall pay the costs of such removal and restoration plus a twenty percent (20%) service charge, as Rent, within seven (7) days after receipt of Landlord's invoice therefor. The Tenant, upon written approval of the Landlord, may remove the canopy currently installed at the entrance. This paragraph shall survive the termination or expiration of the Lease.



**ARTICLE 11. Personalty of Tenant.**

**Section 1:** If Tenant does not remove all of its personal property including, but not limited to, Tenant's furniture, fixtures, equipment, goods and chattels from the Premises upon abandonment or expiration or earlier termination of this Lease (or within ten (10) days after a termination by reason of Tenant's default), then such effects shall be considered abandoned, and Landlord may remove any or all such items and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account of and at the expense and risk of Tenant. If Tenant shall fail to pay the cost of storing any such property, plus a twenty percent (20%) service charge, as Rent after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale, in such manner and at such times and places as Landlord, in its sole discretion, may deem proper without notice to or demand upon Tenant. Landlord shall apply the proceeds of such sale to the amounts due Landlord from Tenant under this lease and for the costs of storage and the sale.

**Section 2:** Intentionally deleted.

**Section 3:** Intentionally deleted.

**ARTICLE 12. Indemnity.** Subject to the limitations of Florida Statutes Section 768.28, Tenant shall indemnify, defend, protect and hold harmless Landlord, Landlord's property manager, and any mortgagee(s) of the Building and their respective officers, directors, partners, members, shareholders, agents, and employees (collectively, "**Landlord's Parties**") from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature if (a) occurring in the Premises and/or the Outdoor Seating Area (as hereinafter defined); (b) claimed to have been caused by or resulted from any act or omission of Tenant, its agents, contractors, employees, subtenants, assignees, concessionaires and invitees, no matter where occurring; or (c) due to any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease; together with all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding brought against Landlord's Parties, including, without limitation, all reasonable attorney's fees and expenses. In addition, Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Parties from and against all losses, claims, expenses (including attorney's fees), liabilities, lawsuits and damages arising by reason of any clean up, removal, remediation or any other activity required as a result of the presence of hazardous substances in the Premises and/or the Building caused by Tenant or its employees, agents, contractors or invitees. If any action or proceeding is brought against any of the Landlord Parties by reason of any such claim, Tenant, upon notice from Landlord, shall defend the claim at Tenant's expense. The foregoing indemnities shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing to the contrary, Tenant is held harmless and is indemnified by Landlord from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature to have been caused by or resulted from any act or omission of Landlord, its agents, contractors, employees; provided however that where such act or omission of Landlord is capable of being cured, then Landlord's obligations hereunder shall not arise until: (i) Landlord receives a written notice specifying any such act or omission of Landlord from Tenant, and (ii) Landlord fails to commence such cure within thirty (30) days of receipt of such notice from Tenant and to thereafter diligently prosecute such cure to completion.

**ARTICLE 13. Insurance.**

Landlord recognizes that Tenant has an on-going self-insurance program for Premises and the Outdoor Seating Area that would cover claims for Worker's Compensation, General Liability, and Automobile Liability. Since the Tenant does not carry insurance with typical third party insurance companies, standard Certificates of Insurance are not available. However, in compliance with and subject to any limitations set forth in Florida Statutes, Section 768.28 and Chapter 440, the Tenant agrees and has provided the letter attached hereto and made a part hereof as **Exhibit "F"**, to cover any claims by through or under Tenant, Tenant, its officials, agents, employees, contractors and/or invitees that may arise and the same protections shall be afforded as would be provided by such typical third party policies of insurance for and during the term of this Lease.

The contact information for any claims would be made to:

Miami-Dade County, Internal Services Dept., Risk Management Division  
111 NW 1<sup>st</sup> Street, 23<sup>rd</sup> Floor  
Miami, Florida, 33128  
Attn: Odilon Joseph, Operations Coordinator  
Telephone: 305-375-3062, E-mail: Odilon.Joseph@miamidade.gov

Tenant shall not carry any goods or conduct its business in a manner which will in any way tend to increase the insurance rates on the Premises, the building of which they are a part or the Building. If Tenant installs any equipment that overloads any of the Building systems, Tenant shall at its own expense make whatever changes are necessary to these systems to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Tenant shall promptly comply with the recommendations or demands made by the insurance carrier insuring the Building concerning health, safety and welfare matters. If Tenant fails to comply, Landlord may take all steps necessary to comply with the insurance carrier's recommendation or demands and charge Tenant for all costs of compliance plus a service charge of twenty percent (20%), as Rent.

**ARTICLE 14. Deliveries and Trash Removal.** Tenant agrees that all receiving and delivery of goods and merchandise and all removal of garbage and refuse shall be made only by the way of the service areas and rear doors provided for such purposes. Landlord grants to Tenant the right during the Term to use, in common with others entitled to their use, such service areas and corridors subject to such reasonable regulations as Landlord may make from time to time. Tenant covenants and agrees, at its sole cost and expense to comply with Landlord's recycling policy. Tenant shall dispose of in an environmentally sustainable manner any equipment, furnishings, or materials no longer needed by Tenant and shall recycle or re-use in accordance with landlord standards adopted for the Building.

**ARTICLE 15. Assignment, Sublease or Transfer.** The Tenant may not assign this Lease, nor sublet the Premises, without the prior written consent of the Landlord, such consent to be granted or withheld in Landlord's sole and absolute discretion. Each time the Tenant assigns or subleases its interest in the Premises or any portion thereof and provided that such Landlord's consent is obtained, then the monthly base rental for the month of the assignment or sublease shall increase to 150% of the monthly base rental effective immediately prior to the time of such assignment or sublease, and the increased monthly base rental shall continue in effect through the end of the lease year in which the assignment or sublease occurs. Thereafter, on each anniversary of the commencement date of the lease year during the remainder of the term hereof, monthly base rental shall increase to an amount equal to 105% of the monthly base rental prior to the adjustment. Any direct or indirect transfer by operation of law or otherwise, of Tenant, or any assignee or sublessee of a twenty (20%) percent or greater interest in Tenant, any assignee or sublessee (whether stock, partnership interest or otherwise) shall be deemed an assignment of this Lease for purposes of this Article. In the event that Tenant desires to sublease or assign this Lease, Landlord, in its sole discretion, may decline to consent to such sublease or assignment and elect to terminate the Lease and recapture the Premises. If Landlord elects to terminate, Tenant shall surrender possession of the Premises on the date set forth in a notice from Landlord, and the Lease shall terminate on such date with the same force and effect as though such date were the Expiration Date of the Lease. If Landlord shall terminate this Lease, Landlord may relet the Premises to any other party (including, without limitation, the proposed assignee or subtenant of Tenant) without any liability to Tenant. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of all sums herein specified and for compliance with all of Tenant's other obligations under this Lease. Any assignment, subletting, or other transfer of the Premises by Tenant without Landlord's written consent shall be null and void, and shall constitute a default under this Lease. Landlord's written consent to any one assignment or other transfer shall not constitute a waiver of the consent requirements with respect to any subsequent assignment or transfer. Tenant shall pay Landlord a non-refundable processing fee equal to Two Thousand Five Hundred Dollars (\$2,500.00), as reimbursement for legal expenses in connection with its review and possible preparation of documents. In the event of an assignment or sublet of this Lease, any exclusives, restrictions upon the Landlord, co-tenancy requirements, rights or options to renew, and caps on Building Expenses or other common area maintenance expenses set forth in this Lease favoring Tenant shall be deleted as of the date of such transfer.

**ARTICLE 16. Entry and Inspection.** Landlord and its authorized representatives shall have the right to enter upon the Premises at all reasonable times to inspect or to make repairs, additions or alterations. If Landlord deems any repairs required to be made by Tenant necessary, it may demand that Tenant make the repairs promptly, and, if Tenant refuses or neglects to commence such repairs and complete them with reasonable dispatch, Landlord may make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage to its inventory or business caused by such repairs or entry. If Landlord makes or causes such repairs to be made, Tenant shall pay to Landlord the cost of the repairs plus a twenty percent (20%) service charge, as Rent. For a period commencing ninety (90) days prior to the termination of this Lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants and for posting leasing signs.

**ARTICLE 17. Eminent Domain.** If any public authority shall take under the power of eminent domain, or consent deed, all of the Premises or such portion of the Premises that the remaining portion shall not be suitable for Tenant's business, then at the time of taking the Term shall cease, and the Rent shall be paid through the day of such taking. If a partial taking is not extensive enough to render the Premises unsuitable for business of Tenant, then this Lease shall continue in effect except that the Minimum Base Rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor area demised. If this Lease is not terminated pursuant to this Article 17, Landlord shall, upon receipt of the condemnation award, make all necessary repairs or alterations to the building in which the Premises are located so as to constitute the portion of the Building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing the Building, and Landlord shall not be required to spend an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the condemnation award, which is free and clear to Landlord of any collection of mortgages for the value of the diminished fee. Notwithstanding anything to the contrary herein, if twenty percent (20%) or more of the leasable floor area of the building in which the Premises is located are taken then Landlord may elect to terminate this Lease as of the date on which possession is required to be yielded to the condemning authority, and Rent shall be adjusted as of the date of such termination. All damages awarded for such taking shall belong to Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee value of the Premises; provided, however, that Landlord shall not be entitled to any portion of the award made to Tenant for cost of removal of inventory and fixtures.

**ARTICLE 18. Destruction or Damage.** If the Premises shall be damaged by fire, the elements or other casualty not due to Tenant's acts or omissions (a "Casualty") but are not rendered untenable in whole or in part, Landlord shall within a reasonable time and at its own expense commence to cause such damage to be repaired and Rent shall not be abated. If the Premises shall be rendered untenable in whole or in part by Casualty, Landlord may, at its option, and at its own expense, cause the damage to be repaired and there shall be a proportionate abatement of Rent during the time the repairs are being made as to that portion of the Premises that are so rendered untenable. Notwithstanding anything to the contrary herein, in the event Landlord repairs the Premises, Landlord and Tenant shall have the same respective obligations to construct or install improvements as were imposed on said parties at the execution of this Lease. Tenant shall, at its sole expense, replace its stock in trade, fixtures, furniture, and equipment to at least a condition equal to that existing prior to the Casualty, and reopen the entire Premises for business. In no event shall Landlord be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property, trade fixtures, or inventory. Tenant shall have the right, to be exercised by notice to the Landlord within thirty (30) days of the occurrence of a Casualty which renders the Premises wholly untenable, as reasonably determined, , and such Casualty cannot be remedied within sixty (60) days of the Casualty event, to terminate this Lease. Also, Landlord shall have the right, to be exercised by notice to Tenant in writing within ninety (90) days of the occurrence of a Casualty, to elect not to reconstruct the damaged Premises if the Premises are rendered untenable in whole or in part, and in such event, this Lease and the tenancy created thereby shall cease as of the date of such termination set forth in Landlord's notice. In accordance with the second sentence

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

of this Article 18, if the Premises shall be rendered untenable in whole or in part by a Casualty, the Tenant's obligation to pay Rent is adjusted as of the date of the Casualty event, not the date of the Landlord's notice.

**ARTICLE 19. Default and Remedies.** It shall be an immediate default by Tenant under this Lease requiring no written notice thereof unless otherwise required by statute, if Tenant fails to pay Rent under the Lease at the time and in the manner required by the Lease. If Tenant (i) fails to perform any other condition, stipulation or agreement of this Lease that is non-monetary in nature and such failure continues for more than fifteen (15) days after receiving written notice of the same from Landlord or, if such failure will reasonably require longer than fifteen (15) days to cure and Tenant has provided Landlord with written notice thereof within fifteen (15) days after receiving written notice to cure from the Landlord, then if Tenant fails to commence to cure the failure within fifteen (15) days after receiving written notice of the same from Landlord and thereafter diligently prosecute the curing of such failure to completion, provided, however, that the total aggregate cure period from the date of Landlord's written notice shall not exceed forty five (45) days subject to force majeure as described in this Lease; (ii) vacates or abandons the Premises or ceases to continuously operate as required by this Lease; or, (iii) is the subject of a lawsuit for involuntary bankruptcy or is adjudged a voluntary or involuntary bankrupt, makes an assignment for the benefit of creditors, or, if there is a receiver appointed to take charge of the Premises either in the state or federal courts, Landlord may, at its option, declare this Lease in default, and, shall in addition to all remedies at law available to Landlord, have the right to terminate the Lease and declare the entire Rent for the balance of the Term and the Maximum Credit to the extent provided to Tenant due and payable immediately. Landlord shall also have the option, without terminating the Lease, to resume possession and re-lease or re-rent the Premises for the remainder of the Term for the account of Tenant. Landlord shall not be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the Premises above the amounts owed by Tenant hereunder. In the event Tenant is in default of any non-monetary term of this Lease, and Tenant has not cured the default within fifteen (15) days of the date of Landlord's notice, in addition to Landlord's other remedies provided in this Lease, Landlord may cure such default and charge Tenant as Rent the cost of such cure plus a twenty percent (20%) administrative fee. Upon a default, Landlord shall be permitted to place a leasing sign on the Premises.

Without waiving any other available rights and remedies, if Tenant shall fail to pay any Rent when due, such sum shall bear interest at the rate of the greater of eighteen percent (18%) per annum or the maximum percentage permitted by law (the "Default Rate"), and Tenant shall pay Rent equal to the greater of Two Hundred Fifty Dollars (\$250.00) or ten percent (10%) of the Rent payment not paid when due to reimburse Landlord for its additional administrative costs. Tenant shall pay as Rent, an administrative fee of the greater of Two Hundred Fifty Dollars (\$250.00) or ten percent (10%) of any returned check. Landlord may require Tenant to provide a certified or cashier's check in the event that Tenant's check is returned for insufficient funds. Landlord shall have the right to apply any payments made by Tenant first to any deficiency in the payment of the interest and administrative charges hereunder. The provision of the Default Rate and administrative charges for late payment of Rent shall not be deemed to grant Tenant any grace period or extension of time or prevent Landlord from exercising its other rights under this Lease. Any costs and expenses incurred by Landlord (including reasonable attorney fees) in enforcing any of its rights or remedies under this Lease or in successfully defending suit against Tenant shall be deemed to be additional rent and shall be repaid to Landlord by Tenant upon demand. If Tenant initiates an action against Landlord to enforce any of its rights hereunder, which action results in a final judgment against Landlord which is not overturned on appeal, then Tenant shall be entitled to its reasonable fees of outside counsel and reasonable costs expended in the portion of such action resulting in the judgment against Landlord. In no event shall Landlord be liable for indirect, consequential, or punitive damages or for damages based on lost profits.

Tenant hereby expressly, unconditionally and irrevocably waives all of the following: (a) any right Tenant may have to interpose or assert any claim, counterclaim or setoff in any action brought by Landlord based (in whole or part) on non-payment of Rent even if same is based on Landlord's alleged breach of the Lease (Landlord and Tenant hereby stipulate that any such counterclaim shall be severed and tried separately from the action brought by Landlord for non-payment of Rent); (b) all constitutional, statutory or common law bonding requirements including the requirement under Section 83.12, Florida Statutes that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord (or double the property sought to be distrained); it being the intention of the parties that no bond shall be required in any distress action; (c) the right under Section 83.14, Florida Statutes to replevy distrained property; (d) any rights Tenant may have in the selection of venue in any suit by or against Landlord; it being understood that the venue of such suit shall be in the county wherein the Premises is located; (e) any rights Tenant may have to consequential damages incurred by Tenant including but not limited to lost profits and interruption of business as a result of any Landlord default; and (f) intentionally omitted.

**ARTICLE 20. Holdover.** In the event Tenant remains in possession of the Premises after the Expiration Date or sooner termination of this Lease and without the execution of an extension or new Lease, Tenant shall be deemed a Tenant at sufferance, subject to all the conditions of this Lease except that Rent shall be a sum equal to two (2) times the aggregate of that portion of the Minimum Base Rent and Building Expenses that were payable under this Lease during the last month of the Term, on a prorated basis for the holdover period. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or sooner termination of the Lease. Subject to the limitations of Florida Statute 768.28, Tenant shall defend, indemnify, and hold Landlord harmless from any and all liabilities, loss, cost and expense of every kind suffered by Landlord as a result of Tenant's holding over. The provisions of this paragraph shall survive the Expiration Date or sooner termination of the Lease.

**ARTICLE 21. Non-Waiver.** The failure of Landlord in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege or option reserved to Landlord, shall not be construed as a waiver for the future of such covenant or condition or the right to enforce the same or to exercise such privilege, option or remedy. The receipt by Landlord of rent or any other payment required to be made by Tenant shall not be a waiver of any other Rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition of this Lease, operate as or be deemed a waiver by Landlord of any of the provisions of the Lease, or of any of Landlord's rights, remedies, privileges or options.

**ARTICLE 22. Subordination.** Tenant agrees that this Lease shall be subordinate to each and every mortgage or ground Lease that is now or may hereafter be placed upon the Premises and to any and all advances to be made and all renewals,

replacements, assignments, extensions and future advances of these mortgages or ground leases. Tenant agrees, upon request, to execute any document which Landlord may deem necessary to accomplish that end. If Tenant fails to do so, Landlord may execute such document in the name of Tenant, as Tenant’s agent. Notwithstanding the foregoing, a mortgagee may elect to have this Lease superior to its mortgage and may evidence such intention in the instrument creating its lien or other recorded instrument.

**ARTICLE 23. Notice.** Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service if such notice to Tenant is in writing addressed to Tenant at the address indicated in Article 1, the last known post office address of Tenant, or at the Premises and delivered by hand, posted at the Premises, or sent by certified mail. Any notice to Landlord shall be in writing addressed to Landlord and Managing Agent to the addresses shown in Article 1 for Landlord and Managing Agent and sent by certified mail with postage prepaid. If more than one person or entity comprises Tenant, notice need be sent to but one such person or entity. In any case where notice is required to be mailed hereunder, the parties agree that such notice may be delivered by a generally recognized overnight courier service, or by facsimile transmission with a confirmation of transmission and receipt. Notices are deemed to have been given upon receipt or refusal to accept receipt. If any mortgagee shall notify Tenant that it is the holder of a mortgage affecting the Premises, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective against such mortgagee unless and until a copy of the same shall also be sent to such mortgagee in the manner prescribed herein and to such address as such mortgagee shall designate.

**ARTICLE 24. No Liability for Damages.** Unless caused by the negligence of Landlord, Landlord, its mortgagee(s), and agents shall not be liable for any loss of or damage to property of Tenant or of others located in the Premises or the Building, by theft or otherwise; any injury or damage to persons or property or to the Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances or plumbing or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature; any such injury or damage caused by other tenants or any persons in the Premises or the Building or by operations in the construction of any private, public, or quasi-public work; any damage or loss of property of Tenant kept or stored in the Premises. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord ever be liable to Tenant or anyone claiming by, through, or under Tenant, for consequential or punitive damages.

**ARTICLE 25. Security Deposit.** Tenant has simultaneously with the execution of this Lease paid to Landlord the sum stated in Article 1 as a Security Deposit for the faithful performance by Tenant of the Lease terms. The Security Deposit shall not bear interest to Tenant and may be commingled with other funds of Landlord. In the event that Tenant breaches any of the terms of this Lease, including, without limitation, the payment of Rent, then Landlord may use all or any part of the Security Deposit to compensate Landlord for damages occasioned by Tenant’s breach, including, without limitation, and damages or deficiency in the re-letting of the Premises, whether such damages or deficiency occurred before or after any summary proceedings or other re-entry by Landlord. In the event Landlord’s damages exceed the amount of the Security Deposit, then Landlord shall apply the Security Deposit to Landlord’s damages and Tenant shall continue to be liable for that amount over and above the Security Deposit. In the event the Security Deposit is applied in whole or in part, Tenant shall replenish the amount of the Security Deposit applied.

In the event that Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, and provided Tenant signs Landlord’s standard release of Landlord’s liability, Landlord agrees at the expiration of the Term to return the Security Deposit to Tenant less any sums due Landlord within thirty (30) business days of receiving possession of the Premises from Tenant. Any sale of the Building shall relieve Landlord of responsibility for return of the Security Deposit, and Tenant shall look solely to the purchaser of the Building for its return. Tenant shall not look to Landlord or Landlord’s mortgagees or its assignees, if any, for the return of any Security Deposit in the event of a foreclosure or deed in lieu transaction. Tenant shall not assign or encumber the Security Deposit, and Landlord, its successors and assigns, shall not be bound by any such assignment or encumbrance.

**ARTICLE 26. Limit of Liability.** Tenant shall look solely to Landlord’s interest in the Building for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default, and no other property or asset of Landlord, its Managing Agent, or any mortgagee, shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree.

**ARTICLE 27. Delivery of Premises.**

**Section 1:** Tenant has inspected and accepts the Premises “AS IS” with no additional improvements, changes, installations, alterations, repairs or replacements are expected by Tenant to be made by Landlord and Landlord shall have no obligation to perform any work or repairs therein (including, without limitation, demolition of any improvements existing therein, construction or alteration to the storefront, demising walls or structural walls, or construction of any tenant finish work or other improvements therein) expected by Tenant to be made by Landlord other than is expressly provided in Article 1 as “Landlord’s Work”. Tenant acknowledges that: (i) the Premises are in satisfactory condition and are suitable for the use contemplated hereunder; (ii) Landlord has complied with all of the requirements imposed upon it under the terms of the Lease; and (iii) Tenant’s taking of possession of the Premises conclusively establishes that the condition of the Premises is acceptable and suitable for Tenant’s contemplated use. Tenant agrees that it shall accept administrative possession of the Premises without the keys if Tenant fails to provide the insurance as outlined in Article 13 of this Lease. If there is a tenant occupying the Premises prior to Tenant accepting possession, or any personalty located in the Premises, Tenant acknowledges and understands that Landlord does not warrant that any items in the Premises on the date of Tenant’s inspection(s) prior to the execution of the Lease will be in the Premises on the date Tenant executes the Lease and/or takes possession of the Premises except those fixtures specifically listed in the Lease.

**Section 2:** In the event that Landlord is unable to deliver possession of the Premises to Tenant on or before the anticipated delivery date, then Landlord agrees to deliver possession of the Premises to Tenant as soon as practicable thereafter, and the Minimum Base Rent shall be abated proportionately and Tenant will be relieved of the liability for

paying same during such time Tenant does not have possession. In no event shall Tenant have any claim for damages (except for the abatement of rent as specified) on account of the failure of Landlord to deliver possession of the Premises.

**ARTICLE 28. Real Estate Broker.** Tenant warrants and represents that there is no real estate broker involved in this Lease other than Terranova Corporation, unless additional brokers are otherwise noted in Article 1, and that Tenant has had no dealing with any other real estate broker or salesman in connection with this Lease, and indemnifies Landlord and its Managing Agent from claims for compensation from any other persons relating to this Lease up to the limits established by Florida Statutes Section 768.28. Any and all broker fees owed to Terranova Corporation shall be paid solely by Landlord and Landlord shall indemnify, defend, and hold Tenant harmless from and against payment of any leasing commission owed to Terranova Corporation in connection with this Lease and any claims for commissions from any real estate broker with whom Landlord has dealt in connection with this Lease. This indemnification obligation shall survive expiration or earlier termination of this Lease.

**ARTICLE 29. Net Lease.** This is a net Lease in which Landlord has no responsibilities except as expressly set out in this Lease. Landlord is not responsible during the Term for any costs, charges, expenses, and outlays of any nature arising from or relating to the Premises and Lease and Tenant shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the Premises and Lease except as expressly set out in this Lease. This obligation shall include the costs of compliance with all Federal, State and local laws, orders or regulations affecting the Premises or Tenant's use thereof.

**ARTICLE 30. Tenant Construction.**

**Section 1:** Tenant agrees, at its sole cost and expense, and as a component of its initial construction of the Premises to remodel the interior and exterior of the Premises with new and quality materials and equipment as required in order to operate for the Permitted Use ("**Initial Leasehold Improvements**"), subject to the requirements of Article 30, Section 5, herein below. Except for the Initial Leasehold Improvements, as pre-approved in writing by the Landlord, no construction or installations in and around the Premises, including, but not limited to, construction or installations of signage, bars, gates, storefronts, canopies, shutters, security devices, interior improvements, or relating to the roof are permitted without Landlord's written approval prior to commencement of such work. All such work shall be performed: (i) at the sole cost of Tenant; (ii) intentionally omitted; (iii) in a good and workmanlike manner; (iv) in accordance with drawings and specifications preapproved in writing by Landlord; (v) in accordance with all applicable laws, including, without limitation, the ADA; (vi) subject and to the regulations, supervision, and inspection of Landlord; and (vii) subject to such indemnification against liens and expenses as Landlord reasonably requires but subject to the limits established by Florida Statutes Section 768.28. Tenant agrees to reimburse Landlord for the cost of a lien search upon completion of Tenant's work.

**Section 2:**

1. Within thirty (30) days of the Commencement Date, Tenant shall submit two (2) sets of permit-ready architectural plans and specifications to Landlord including all necessary permit applications, fully signed and executed by Tenant's contractor(s), required by the local governing authority, and Tenant shall also submit a digital/electronic copy thereof to Landlord in both pdf and CADD form. The submitted plans and specifications shall be for the complete scope of work of the Tenant's anticipated improvements. Phase permits or standalone demolition permits will not be permitted.

2. Within five (5) business days from receipt of Landlord's comments thereon, if any, Tenant shall make the necessary changes to their plans and specifications and shall resubmit to the Landlord for re-review and approval. The process articulated in the preceding sentence shall continue until such time as Landlord provides its approval. However, Landlord's changes or comments to any plans and specifications for work desired to be made by Tenant to the interior of the Premises shall be limited to those pertaining to the structural elements, the foundation, roof, roof membrane, roof system, plumbing, electrical and other mechanical systems, fire-life safety and/or governmentally-required concerns.

3. Within five (5) business days of Landlord's approval of Tenant's plans and specifications Tenant shall apply for all relevant permits and concurrently therewith shall provide Landlord with the building department's processing number in writing. The Tenant shall be required, at its sole cost and expense, to hire and use the services of a permit expeditor.

4. If applicable, within five (5) business days of receipt of completed comments from the governing local building authority, if any, Tenant shall address the building authority's comments, and shall resubmit the corrected and revised plans and specifications to the Landlord pursuant to Step 2, above. If applicable, within five (5) business days of receiving Landlord's final re-approval, Tenant shall resubmit to the building department the corrected and revised plans and specifications.

5. Within thirty (30) days subsequent to the completion of Tenant's Construction, Tenant shall submit a digital/electronic copy of Tenant's as-built plans in both pdf and CADD form to the Landlord.

All fixtures, materials or other equipment (other than Tenant's moveable trade fixtures and equipment) installed in the Premises shall be new or refurbished. Tenant will require any contractor or subcontractor to remove and dispose of, at least twice a week, all debris and rubbish caused by the work and upon completion to remove all temporary structures, debris and rubbish of whatever kind remaining on any part of the Building. From and after delivery of the Premises to Tenant, Tenant will pay for any utility charges associated with the Premises during and after construction of the Premises. Tenant shall have no power to subject the interest of Landlord in the Premises or all or any portion of the Building to mechanic's or materialman's liens of any kind. The existence of any such lien shall be a material breach of this Lease. All contracts for work at the Building must contain a waiver of lien by Tenant's contractor against the Building. All persons performing work, labor, or materials at the Building or the Premises shall look solely to the interest of Tenant and not to that of Landlord for compensation of any kind. Tenant shall indemnify Landlord for any legal fees and court costs in connection

with Tenant's obligations as set forth in this section. Tenant shall have the obligation to promptly discharge, transfer or bond any lien filed against the Premises, within fifteen (15) days from the filing thereof and if Tenant fails to fulfill this obligation, Tenant shall pay the cost Landlord incurs to remove such liens along with an administrative fee of fifteen percent (15%) of such costs to remove the liens.

**Section 3:** Tenant shall be solely responsible to procure and pay for the building permits, certificates of occupancy, impact fees arising as a result of Tenant's Permitted Use, licenses and other governmental approvals required to occupy the Premises and operate its business.

**Section 4:** Landlord recognizes that Tenant has an on-going self-insurance program for Premises and the Outdoor Seating Area that covers claims for Worker's Compensation, General Liability, and Automobile Liability covering employees and officials of Miami-Dade County and all premises owned or occupied by Miami-Dade County. Since the Tenant does not carry insurance with typical third party insurance companies, standard Certificates of Insurance are not available. However, in compliance with and subject to any limitations set forth in Florida Statutes, Section 768.28 and Chapter 440, the Tenant agrees and has provided the letter attached hereto and made a part hereof as **Exhibit "F"**, to cover process any claims by through or under Tenant, Tenant, its officers, agents, employees, contractors and/or invitees that may arise and the same protections shall be afforded as would be provided by such policies of insurance for and during the term of this Lease.

. In addition to the Tenant's self-insurance program described above and attached in **Exhibit "F"**, and the Tenant shall require its third-party contractors and subcontractors to provide the following types of insurance in the following minimum amounts naming (except with respect to the insurance described in subsection (a)) Landlord, its Managing Agent, and any other persons having an interest in the Building as additional insured as their interests may appear, issued by companies approved by Landlord:

- (a) Worker's Compensation coverage and Employer's Liability coverage with limits of at least One Million Dollars (\$1,000,000).
- (b) Builder risk-completed value fire and extended coverage covering damage to the construction and improvements to be made by Tenant in amounts at least equal to the estimated complete cost of the construction and improvements with one hundred percent (100%) coinsurance protection.
- (c) General liability coverage, including automobile liability coverage for hired, owned and non-owned use of vehicles, with bodily injury limits of at least One Million Dollars (\$1,000,000) per person, One Million Dollars (\$1,000,000) per accident and One Million Dollars (\$1,000,000) per accident for property damage.
- (d) Payment and performance bonds for one hundred percent (100%) of the value of work to be accomplished. All bonds shall be dual or multiple obligee bonds, insuring to the benefits of Landlord, Tenant, and other persons as Landlord shall require.

Original or duplicate policies for all of the insurance required by the Lease shall be delivered to Landlord before Tenant's work is started and before any contractor's equipment is moved to any part of the Building.

**Section 5:** Landlord's consent to any alterations, additions, improvements or Landlord's approval of the plans, specifications, and working drawings for such alterations, additions, or improvements shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules, and regulations of governmental and quasi-governmental agencies (including, without limitation, the ADA).

**Section 6:** Tenant or Tenant's contractor shall develop and implement an indoor air quality management plan for the construction and preoccupancy phases of the Building and the Premises (the "**Construction Indoor Air Quality Management Plan**"). All alterations, construction and demolition to be completed by Tenant or Tenant's contractor with respect to the Building and the Premises shall meet or exceed the requirements set forth in the Construction Indoor Air Quality Management Plan. During construction, Tenant's contractor shall, at a minimum: (a) meet the standards outlined by the Sheet Metal and Air Conditioning National Contractors' National Association (SMACNA) "Indoor Air Quality Guidelines for Occupied Buildings under Construction, 2nd Edition 2007, ANSI/SMACNA 008-2008" (Chapter 3); (b) in the event air handlers must be used during construction, use MERV 8 filtration media at each return air grill as determined by ASHRAE 52.2-1999; (c) replace all filtration media prior to occupancy; and (d) protect stored on-site and installed absorptive materials from moisture damage.

Tenant or Tenant's contractor will develop and implement a construction waste management plan that identifies materials to be diverted from disposal and whether the materials will be sorted on-site or commingled. Such construction waste management plan must require, at a minimum, that Tenant or Tenant's Contractor recycle and/or salvage at least 75% of construction, demolition and packing debris by volume.

Tenant or Tenant's contractor shall use products meeting the following criteria: (a) adhesives, sealants and sealant primers that do not exceed VOC content limits of South Coast Air Quality Management District Rule #1168 and aerosol adhesives that do not exceed VOC content limits of Green Seal Standard GC-36; (b) interior paints and coatings that meet "Topcoat Paints: Green Seal Standard GS-11, Paints," "Anti-Corrosive and Anti-Rust Paints: Green Seal Standard GS-03, Anti-Corrosive Paints" and "All Other Architectural Coatings, Primers and Undercoats: South Coast Air Quality Management District Rule 1113, Architectural Coatings;" (c) non-carpet finished flooring that is FloorScore-certified; (d) carpet that meets the CRI Green Label Plus testing program, is 100% recyclable and contains at least 50% recycled content; (e) carpet padding that meets the CRI Green Label testing and product requirements, is 100% recyclable and contains at least 50% recycled content; and (f) carpet adhesive that has less than 50g/L VOC.

**ARTICLE 31. Landlord Reservations.** Landlord reserves the right at any time to perform maintenance operations and to make repairs, alterations or additions to and to build additional stories on the building in which the Premises are contained and to build adjoining the Building, including the right to erect scaffolding, and reserves the right to reconfigure

Common Areas. Landlord also reserves the right to construct other buildings or improvements in the Building from time to time and to make alterations or additions and to build additional stories on any such buildings and to build onto the buildings and to construct double-decker elevated parking facilities. Landlord shall have the exclusive right to use any part of the roof of the Premises for any purpose. Landlord may make any use it desires of the side or rear walls of the Premises or other structural elements of the Premises, including, without limitation, free-standing columns and footings, provided that such use shall not encroach on the interior of the Premises. Landlord further reserves the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements through the Premises in locations which will not materially interfere with Tenant's use of the Premises. ~~Landlord further reserves the right, in Landlord's sole and absolute discretion, to sell, lease or license any sidewalk seating rights in front of or adjacent to the Premises.~~ Tenant agrees to cooperate with Landlord, permitting Landlord to accomplish any such maintenance, repairs, alterations, additions or construction.

**ARTICLE 32. Rules and Regulations.** Tenant agrees to abide by Landlord's rules and regulations for the Building, as such rules and regulations shall be compiled by Landlord from time to time. A copy of the current rules and regulations is attached to this Lease as **Exhibit "D"**. Any new rules and regulations promulgated by Landlord, or any modifications to any existing rules and regulations shall be effective upon written delivery of the same to Tenant. In the event of any conflict between the terms and provisions of any now or hereafter existing rules or regulations and the terms and provisions contained in the body of this Lease, the terms and provisions contained in the body of this Lease shall prevail and control.

**ARTICLE 33. Use of Common Areas.** Landlord grants to Tenant a non-exclusive license to use the Common Areas in common with others during the Term, subject to the exclusive control and management thereof at all times by Landlord or others, and subject further, to the rights of Landlord set forth in Article 31. In addition, Landlord shall have the right to (a) to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas, (b) to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, (c) to close temporarily any portions of the Common Areas, (d) to discourage non-customer parking, and (e) to do and perform such other acts in and to said areas and improvements as, Landlord shall determine to be advisable.

**ARTICLE 34. Estoppel Certificates.** Tenant agrees at any time, and from time to time, upon not less than seven (7) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing addressed to Landlord certifying the following: (a) that this Lease or any sublease is unmodified and in full force and effect (or, if there have been modifications, that they are in full force and effect as modified and stating the modifications), stating the dates to which the Minimum Base Rent, Building Expenses, and Rent have been paid; (b) Tenant has accepted possession of and is presently occupying the Premises; (c) stating whether or not to the best knowledge of the signer of such certificate, there exists any default by Landlord in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and if so, specifying each such default, it being intended that any such statement may be relied upon by Landlord, by any holder or prospective holder of any mortgage affecting the Building or by any purchaser of the Building; and, (d) any other information reasonably requested by a prospective purchaser, mortgagee or tenant of the Building. Tenant's failure to respond to Landlord's request for a written statement within the seven (7) day period mentioned in this Article shall constitute a material default by Tenant under this Lease, and in such event, Tenant agrees to pay Landlord as liquidated damages therefor (and in addition to all equitable remedies available to Landlord) an amount equal to (i) One Thousand Dollars (\$1,000.00) per day for the first (1st) through the third (3rd) day (or any portion thereof) after the expiration of such seven (7) day period that Tenant fails to deliver such certificate to Landlord; (ii) One Thousand Five Hundred Dollars (\$1,500.00) per day for the forth (4th) through the fifth (5th) day (or any portion thereof) after the expiration of such seven (7) day period that Tenant fails to deliver such certificate to Landlord; and/or (iii) Two Thousand Dollars (\$2,000.00) per day for the sixth (6th) through any day there-after (or any portion thereof) after the expiration of such seven (7) day period that Tenant fails to deliver such certificate to Landlord. Tenant shall defend, indemnify, and hold Landlord harmless from any and all liabilities, loss, cost and expense of every kind suffered by Landlord as a result of Tenant's failure to respond to Landlord's request for a written statement within the seven (7) day period mentioned in this Article. The provisions of this Article shall survive the expiration or sooner termination of this Lease.

**ARTICLE 35. Attornment.** In the event of any transfer of the ownership of the Premises whether voluntary or involuntary by foreclosure, bankruptcy, sale, or otherwise, Tenant shall, at the option of the transferee of said ownership, attorn to said transferee to the same extent as if said transferee were the initial Landlord under the Lease.

**ARTICLE 36. Tenant Waivers.** Tenant waives its rights to trial by jury in any action, proceeding or counterclaim brought against Landlord on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and any claim for Tenant's use or occupancy of the Premises, and any claim for injury or damage. In the event Landlord commences any proceeding for the non-payment of Rent, Tenant shall not file any non-compulsory counterclaims in such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such counterclaims in a separate action brought by Tenant. Tenant expressly waives any and all rights of redemption granted by or under any present or future laws should Tenant be evicted or disposed from the Premises for any cause, or Landlord re-enters the Premises following the occurrence of any default, or this Lease is terminated before the Expiration Date. Tenant expressly waives any right to assert a defense based on merger and agrees that neither the commencement nor settlement of any action or proceeding, nor the entry of judgment shall bar Landlord from bringing any subsequent actions or proceedings from time to time. Tenant waives any statutory notice requirements.

**ARTICLE 37. Failure to Open and Continuously Operate.** In the event that Landlord gives Tenant notice that the Premises are ready for occupancy and Tenant fails to take possession and to open the Premises for business fully fixtured, stocked and staffed by the Required Opening Date as provided in Article 1 or to remain open and operating as provided in Article 6, Tenant shall be in default under the Lease. Tenant acknowledges that failure to comply with the aforementioned requirement will result in damage to Landlord that is not readily ascertainable. In addition, in addition to Landlord's other rights and remedies, if Tenant shall fail to open for business three (3) consecutive days in any month (casualty and periods of approved renovation excepted), Landlord shall have the option in its sole discretion to terminate this Lease.

**ARTICLE 38. Intentionally deleted.**

**ARTICLE 39. Authority to Execute.** Each of the persons executing this Lease on behalf of Tenant covenant and warrant that: (i) if not signing as individual(s), Tenant is a legal existing entity; (ii) Tenant is qualified to do business in the State of Florida; (iii) Tenant has full right and authority to enter into this Lease; (iv) Each of the persons executing this Lease on behalf of Tenant is authorized to do so; and (v) This Lease constitutes a valid and legally binding obligation of Tenant, enforceable in accordance with its terms.

**ARTICLE 40. Hazardous Waste.** With the exception of minor amounts of Hazardous Materials (defined below) customarily and lawfully used in conjunction with the Permitted Use, Tenant, its employees, contractors, agents, and any party acting on behalf of Tenant, shall not store, use, treat, generate, or dispose of Hazardous Materials at the Building. Tenant, its officers, directors, employees, contractors, agents and invitees shall not permit the presence, handling, storage or transportation of Hazardous Materials in or about the Premises or the Building, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of any government agency having jurisdiction over Hazardous Materials, as well as any requirements of the applicable board of insurance underwriters (collectively “Environmental Laws”). In no event shall Hazardous Materials be disposed of in or about the Premises or the Building. Tenant shall obtain and maintain throughout the Term all licenses and permits required in connection with Tenant’s activities involving Hazardous Materials. Upon Landlord’s request, Tenant shall provide to Landlord: (i) copies of all such licenses and permits; (ii) copies of all contracts or agreements Tenant enters into for disposition of Hazardous Materials; (iii) copies of any material data sheets or other identifying information for Hazardous Materials used, treated, disposed of, stored or generated by Tenant, and (iv) copies of any document, correspondence, or report related to Hazardous Materials at the Building, including, but not limited to, any communication from any Governmental Agency (defined below). “Hazardous Materials” means any substance that, by itself or in combination with other materials, is either (i) potentially injurious to public health, safety or the environment, or (ii) now or in the future regulated by any federal, state or local governmental authority as potentially injurious to public health, safety, or the environment, including, but not limited to medical waste.

Tenant shall notify Landlord immediately of any discharge or discovery of any Hazardous Materials at, upon, under, or within the Premises or the Building. Tenant shall, at its sole cost and expense, comply with all Environmental Laws and remedial measures required by any Governmental Agency. Tenant shall promptly forward to Landlord copies of all orders, notices, permits, applications, or other communications and reports received by Tenant in connection with any discharge or the presence of any Hazardous Materials.

The obligations, liabilities and responsibilities of Tenant, its officers and directors under this Article 40 shall survive the expiration or termination of this Lease and shall include:

(a) The remediation and removal of any material deemed at any time to be a Hazardous Material on, within or released from the Premises or the Building, whether such removal is done or completed by Tenant, Landlord, or any other person or entity and regardless of whether or not such removal is rendered pursuant to a court order or the order of a Governmental Agency;

(b) Claims asserted by any person or entity (including, without limitation, any governmental agency or quasi-governmental authority, board, bureau, commission, department, instrumentality, public body, court, or administrative tribunal (collectively, a “Governmental Agency”), in connection with or in any way arising out of the presence, storage, use, disposal, generation, transportation, or treatment of any Hazardous Material at, upon, under or within the Premises or the Building, after the time that Tenant became an occupant or had control of the Premises;

(c) The preparation of an environmental audit related to the Premises or to Tenant’s acts or omissions with regard to the Building, whether conducted or authorized by Tenant, Landlord or any third party, and the implementation of any such environmental audit’s recommendations;

(d) To indemnify, defend and hold Landlord, its agents and mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorney’s fees and costs through appeal) arising out of or in connection with any breach of this Article, including any direct, indirect, or consequential damages suffered by any individuals or entities related in any way to Tenant’s use of Hazardous Materials at the Building.

**Note:** Radon is a naturally occurring naturally active gas that, when accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

## **ARTICLE 41. Certification.**

**Section 1:** Landlord and Tenant each certify that:

(i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.



**Section 2:** Landlord and Tenant each hereby agree to defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This indemnity shall survive expiration or earlier termination of this Lease.

**ARTICLE 42. Miscellaneous.** Landlord and Tenant agree:

- (a) If Tenant has a lease for other space in the Building, any default by Tenant under such lease will constitute a default under this Lease;
- (b) If any term or condition of this Lease or the application of the Lease to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not to be affected and each term and condition of this Lease is to be valid and enforceable to the fullest extent permitted by law;
- (c) Intentionally deleted;
- (d) This Lease shall be governed by and construed in accordance with the laws of the State of Florida and venue for any action arising hereunder shall lie in Miami-Dade County, Florida;
- (e) Submission of this Lease to Tenant does not constitute an offer, and this Lease becomes effective only upon execution and delivery of the Lease by both Landlord and Tenant and not until such time as any deposit and advance rent paid by Tenant to Landlord in connection with this Lease has been cleared by Tenant's bank;
- (f) Tenant will pay before delinquency all taxes assessed during the Term against any occupancy interest in the Premises or personal property of any kind owned by or placed in, upon or about the Premises by Tenant;
- (g) If Tenant, with Landlord's consent, occupies all or part of the Premises prior to the beginning of the Term, all provisions of this Lease shall be in full force and effect commencing upon such occupancy, and all Rent, for such period shall be paid by Tenant at the same rate specified;
- (h) Tenant shall not record this Lease or any memorandum of Lease;
- (i) Whenever under this Lease Landlord's consent or approval is required, the same may be arbitrarily withheld except as otherwise specified;
- (j) All exhibits, and riders shall form a part of this Lease if initialed on behalf of Landlord and Tenant and identified at the end of this Lease;
- (k) This Lease does not create, nor shall Tenant have, any express or implied easement for or other rights to air, light or view over or about Landlord's property;
- (l) Any acts to be performed by Landlord under or in connection with this Lease may be delegated by Landlord to its Managing Agent or other authorized entity or person;
- (m) This Lease shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions. It is acknowledged that this Lease has been negotiated at arms-length by both parties after advice by counsel or other representatives chosen by such parties, and both parties have contributed substantially to the contents of this Lease;
- (n) This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, successors and legal representatives and their respective assigns;
- (o) The headings of the separate articles of this Lease and the Lease index are mere titles and are not part of the Lease and shall have no effect on the construction of the Lease;
- (p) Governmental penalties, fines or damages imposed on any portion of the Building as a result of the activities of Tenant, its employees, agents or invitees shall be paid by Tenant within fifteen (15) days of the earlier of the governmental notice to Tenant or Landlord's notice to Tenant. If Tenant fails to pay such fines as required in this Subsection, in addition to all other remedies provided by this Lease, Landlord may pay the sums owed or challenge them administratively or judicially and Tenant shall pay all sums owed and all of Landlord's attorney's fees and costs plus a twenty percent (20%) administrative fee of all such costs to Landlord upon demand, as Rent;
- (q) Landlord makes no express or implied representations, covenants, promises, or warranties that the Premises are suitable for Tenant's proposed use or that Landlord or Tenant will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Tenant's business as specified herein;
- (r) Tenant hereby represents and warrants to Landlord that Tenant has made its own investigation and examination of all the relevant data relating to or affecting the Premises and is relying solely on its own judgment in entering into this Lease; specifically, and without limitation, Tenant represents and warrants to Landlord that Tenant has had an opportunity to measure the actual dimensions of the Premises and agrees to the square footage figures set forth herein for all purposes of this Lease;

(s) The Lease sets forth all the representations, promises, agreements, conditions and understandings between Landlord and Tenant relative to the Premises, and there are no representations, promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as set forth in the Lease. Any current or prior understanding, promises, conditions, statements, representations, and agreements, oral or written, including, but not limited to, marketing brochures, letters of intent, renderings, advertising or other materials and statements (whether oral or written) of Landlord, Terranova Corporation or any of its or their agents or representatives, if not specifically expressed in this Lease are void and have no effect, and Tenant acknowledges and agrees that Tenant has not relied upon any such items and further waives and releases any rights or claims arising from any of the foregoing. Except as otherwise provided in this Lease, no alterations, amendments, changes or additions to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them;

(t) TIME IS OF THE ESSENCE FOR ALL MATTERS PROVIDED IN THIS LEASE;

(u) No payment by Tenant or receipt by Landlord of a lesser amount than the Rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment 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 in the Lease or by law;

(v) Tenant agrees that Tenant (and if Tenant is a corporation, limited liability company or partnership, its stockholders, any affiliates or partners) shall not directly or indirectly operate, manage or have any interest in any other store or business (unless in operation on the Commencement Date) which is similar to or in competition with the Permitted Use for the Term within the Radius Restriction set forth in Article 1. Without limiting any of Landlord's remedies under this Lease, Landlord shall be entitled to equitable remedies to enforce this provision, including, but not limited to injunction.

(w) Anything in this agreement to the contrary notwithstanding, Tenant shall not be deemed in default with respect to failure to perform any of the non-monetary terms, covenants and conditions of this Lease if such failure to perform shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of Tenant (other than financial inability); provided, (i) Tenant provides prompt notice to Landlord of such delay in performance, not to exceed thirty (30) days, (ii) Tenant uses its diligent efforts to complete said performance, and (iii) Tenant has otherwise complied with the Lease. No extension for improvements, renovations, or alterations shall be due or granted if Tenant fails to provide plans and specifications or if Tenant fails to apply for its permits in the time and manner provided by Article 30 of this Lease. Any delay in Landlord's performance of any term, covenant or condition of this Lease resulting from any of the above force majeure causes beyond Landlord's control, shall toll the time for Landlord's performance;

(x) Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Tenant, nor does anything in this Lease confer any interest in Landlord in the conduct of Tenant's business;

(y) Language contained in this Lease, which is shaded, has no significance other than it was inserted from prior negotiations. Shaded language shall have no more significance or bearing than language, which is not shaded. Any stricken language is deemed stricken from this Lease.

(z) Nothing contained in this Lease shall be construed to as to confer upon any other party the rights of a third-party beneficiary except rights contained herein for the benefit of Landlord's mortgagee.

(aa) Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee of Landlord.

(bb) All indemnity obligations, as well as all representations, warranties, conditions and agreements contained herein, which either are expressed as surviving the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

(cc) No references to any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term covenant or condition. No waiver by either party of any breach by Tenant under this Lease or of any breach by any other tenant under any other lease of any portion of the Building shall affect this Lease in any way whatsoever.

(dd) Landlord shall be entitled at any time and from time to time to undertake greenhouse gas production monitoring and testing, including testing within the Premises on reasonable notice to Tenant.

(ee) Tenant shall adopt and implement an environmentally preferable purchasing policy in accordance with then-current LEED-EB:O&M standards. In addition to complying with the purchasing policy established by LEED-EB:O&M for materials acquired for the Premises, Tenant shall also maintain records sufficient to substantiate compliance and provide such records to Landlord upon request.

**ARTICLE 43. Intentionally omitted**

**ARTICLE 44. Intentionally omitted.**

ARTICLE 45. **Intentionally omitted.**

ARTICLE 46. **Intentionally omitted.**

**ARTICLE 47. Outdoor Seating.** So long as the federal, state, and local laws, codes, zoning restrictions, ordinances, regulations, and safety requirements permit, Landlord hereby agrees that Tenant shall have, at such time during the Term as Landlord may designate, a revocable license to use, during Tenant’s normal business hours, the area immediately adjacent to and outside of the Premises as depicted in the green area immediately in front of the Premises on Exhibit “A” attached hereto, (the “Outdoor Seating Area”), subject to modification by Landlord from time to time as required to comply with such laws, codes, restrictions, ordinances, regulations, or safety requirements, and for the sole purpose of providing outdoor seating for use by Tenant’s patrons. Tenant’s use of the Outdoor Seating Area are subject to the following: (i) Tenant must conform with all laws, codes, zoning restrictions, ordinances, regulations, safety requirements, approvals, permits, and licenses relating thereto, such as but not limited, to the ADA; (ii) Tenant shall secure any necessary permits, licenses and approvals from the applicable municipality and/or Miami-Dade County and/or the City of Coral Gables, at Tenant’s sole cost and expense, and such permits, licenses, and approvals remain in full force and effect during Tenant’s use of the Outdoor Seating Area; (iii) Tenant shall not install any equipment, lighting or signage in the Outdoor Seating Area without Landlord’s prior written approval, provided, however, Tenant may place outdoor tables and benches and/or chairs designed for outdoor use in the Outdoor Seating Area in quantities approved by Landlord and in compliance with all applicable laws, rules, and regulations, including the ADA; (iv) the outdoor tables, benches and/or chairs shall meet the highest standards of quality and appearance consistent with a first-class restaurant, and the design and construction of the Building; (v) Tenant’s use of the Outdoor Seating Area shall not in any way obstruct or impede pedestrian traffic; (vi) Tenant shall be responsible to maintain the Outdoor Seating Area in good repair and clean and orderly condition, including providing trash receptacles for the disposal of trash generated by Tenant’s operations, which shall be removed on a daily basis or more frequently as needed (it being understood and agree that if Tenant fails to clean or keep the Outdoor Seating Area in good repair or remove trash therefrom as required herein, then in addition to and not in lieu of any other remedy to which Landlord may be entitled, Landlord shall have the right, but not the obligation, to clean, repair, or remove the trash on Tenant’s behalf and Tenant shall pay Landlord the costs of Landlord’s cleaning, repair and/or trash removal (including any overtime costs), plus an administrative charge of fifteen percent (15%) immediately upon Landlord’s demand therefor; (vii) Tenant shall include the Outdoor Seating Area in its insurance requirements in accordance with the terms of the Lease covering all persons and property in and around the Outdoor Seating Area; (viii) Tenant shall indemnify, defend, and hold harmless, Landlord for any and all claims occurring in the Outdoor Seating Area or arising out of Tenant’s use of the Outdoor Seating Area in accordance with Article 12 of the Lease; and (ix) Tenant’s use of the Outdoor Seating Area shall otherwise be in accordance with the terms of the Lease. Notwithstanding the foregoing, Landlord reserves the right to revoke its permission granted herein at any time if: (w) Tenant fails to comply with the terms of this Article or the Lease beyond any applicable cure period; (x) necessary or desirable in connection with the renovation or remodel of the Premises or the reconfiguration of the Common Areas of the Premises; (y) due to a change in applicable governmental code, including the ADA or (z) provided that Tenant shall not at that time be utilizing the Outdoor Seating Area and Landlord or any or its parents, subsidiaries or affiliates, or any individual or individuals directly or indirectly in control of Landlord, its successors and/or assigns hold an interest in another building on the same block and desire use of the Outdoor Seating Area for the benefit of such other building.

ARTICLE 48. **Intentionally omitted.**

**Attachments.** This Lease consists of a total of twenty-five (25) pages including the exhibits which are attached hereto and incorporated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date hereinabove written.

**LANDLORD:** Gables Miracle Mile, LLC,  
a Florida limited liability company

By: Gables Miracle Mile Venture, LLC,  
a Florida limited liability company, its sole Member

By: Gables Miracle Mile MM, LLC,  
a Florida limited liability company, its Managing  
Member

By: \_\_\_\_\_  
Stephen H. Bittel, Managing Member

Witnesses:

By: \_\_\_\_\_  
Print Name: Mindy McIlroy

By: \_\_\_\_\_  
Print Name: Sandra Schitel

**TENANT:**

MIAMI-DADE COUNTY,  
A political subdivision of the State of Florida

BY ITS BOARD OF COUNTY COMMISSIONERS

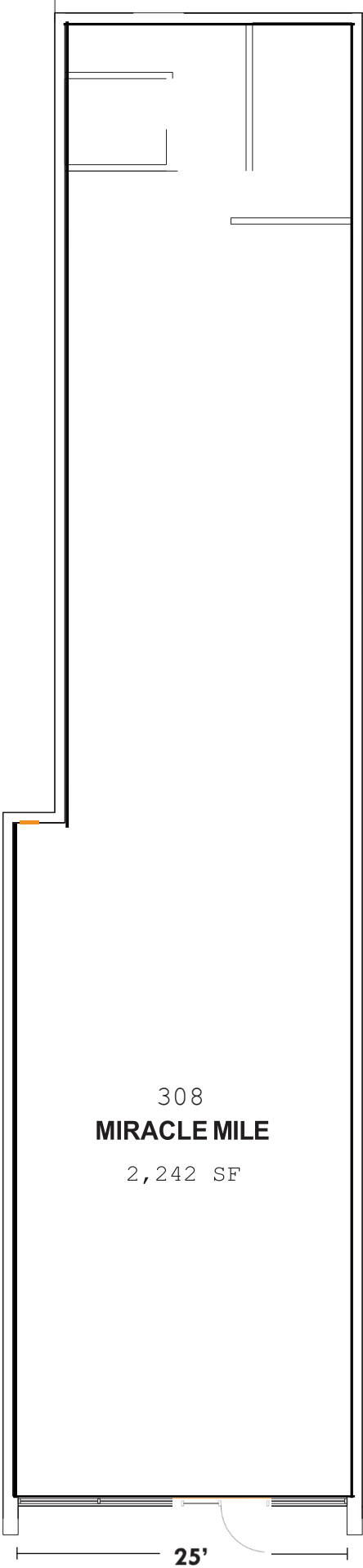
By: \_\_\_\_\_  
Name: Carlos A. Gimenez  
Title: Mayor

Witnesses:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Exhibit “A”  
SITE PLAN OF BUILDING / PREMISES



This site plan is diagrammatic only and is intended solely to depict the general location of the Premises as of the date of this Lease. Nothing herein should be construed as a representation as to: (i) the exact configuration, number, location, and size of the tenants, occupants, improvements, buildings, or common areas of the Building;

(ii) the exact dimensions of the Building; or (iii) the quality or quantity of Landlord’s title to the Building and/or its surrounding areas. The configuration, number, location, and size of any improvements, buildings, or common areas on this site plan may vary from time to time from their actual configuration, number, location and size. Nothing herein should be construed as a representation or warranty as to the tenants in the Building. Landlord reserves the right to modify this site plan, in whole or in part.

**Exhibit “B”**  
**LANDLORD’S WORK**

Landlord shall replace the HVAC, and grills and/or diffusers, serving the Premises prior to the delivery date.

**Exhibit “C”**  
**CERTIFICATE AFFIRMING DATES**

This Certificate is being provided pursuant to that certain Lease Agreement dated as of \_\_\_\_\_, 2020 (the “**Lease**”) by and between GABLES MIRACLE MILE, LLC, a Florida limited liability company (“**Landlord**”) and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (“**Tenant**”). The parties to the Lease desire to confirm the following:

- 1. The Rent Commencement Date is \_\_\_\_\_.
- 2. The Initial Term of the Lease shall expire on \_\_\_\_\_.

WITNESS WHEREOF Landlord and Tenant have executed this Certificate under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LANDLORD:** Gables Miracle Mile, LLC,  
a Florida limited liability company

By: Gables Miracle Mile Venture, LLC,  
a Florida limited liability company, its sole Member

By: Gables Miracle Mile MM, LLC,  
a Florida limited liability company, its Managing Member

By: \_\_\_\_\_  
Stephen H. Bittel, Managing Member

**TENANT:**

MIAMI-DADE COUNTY,  
A political subdivision of the State of Florida

BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Name: Carlos A. Gimenez  
Title: Mayor



**Exhibit “D”**  
**RULES AND REGULATIONS**

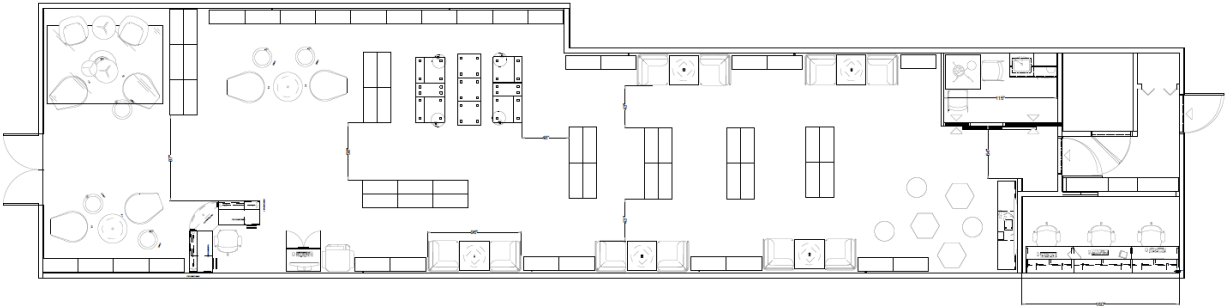
1. All deliveries or shipments of any kind to and from the Premises, including loading of goods, shall be made only by way of the rear of the Premises or any other location designated by Landlord, and only at such time designated for such purpose by Landlord.
2. Garbage and refuse shall be kept in the kind of container specified by Landlord or duly constituted public authority and shall be placed at the location within the Building designated by Landlord, for collection at the times specified by Landlord. No garbage shall be placed or disposed of in front of the Premises. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant’s cost. Tenant shall pay the cost of removal of garbage and refuse and shall maintain all common leading areas and areas adjacent to garbage receptacles in a clean manner satisfactory to Landlord. Tenant shall store soiled and dirty linen in approved fire rated containers. There shall be no deliveries or garbage removal between 8:00 p.m. and 7:00 a.m.
3. No radio, television, phonograph or other similar devices or aerial attached thereto (inside or outside) shall be installed without first obtaining in each instance Landlord’s consent in writing and if such consent be given, no such device shall be used in a manner so as to be heard or seen outside of the Premises.
4. Tenant shall keep all storefront windows and the outside areas immediately adjoining the Premises, clean and free from dirt and rubbish. Tenant shall not place, suffer or permit any obstructions or merchandise in such areas and shall not use such areas for any purpose other than ingress or egress to and from the Premises.
5. Plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substances of any kind shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.
6. Tenant shall not place, suffer or permit any signs, equipment, displays or inventory on the sidewalk in front of the Premises or upon the Common Area of the Building.
7. Tenant shall keep its exterior store signs illuminated, seven days a week, from sundown until 12:00 midnight.
8. Landlord reserves the right, exercisable with notice and without liability to Tenant, to change the name and street address of the Building.
9. Tenant shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority. Tenant shall not use or keep in the Premises any inflammable or explosive fluid or substance, or an illuminating material, unless it is battery powered, and UL approved. Tenant shall at all times maintain an adequate number of suitable fire extinguishers on the Premises for use in case of local fires, including electrical or chemical fires. A competent person or a recognized extinguisher servicing company should provide annual servicing for all extinguishers on the Premises. A tag should be attached indicating the month and year of maintenance and the recharge, if performed.
10. Tenant shall not solicit business in the parking area or the Common Area or distribute handbills or other advertising matter in or upon automobiles parked in the parking area.
11. Tenant shall not install any signage or any advertising material anywhere within the property lines of the Building (other than as permitted in the Lease), including but not limited to, landscaped areas.
12. Tenant shall instruct its employees to park in the rear of the Building or such other areas as Landlord may designate, from time to time, as employee parking areas.
13. Tenant will not utilize any unethical method of business operation nor shall any space in the Premises be used for living quarters, whether temporary or permanent.
14. Tenant shall have full responsibility for protecting the Premises and the persons and property located therein from injury, theft and robbery and shall keep all doors and windows securely fastened when not in use.
15. Tenant shall not allow its employees to smoke, socialize congregate or behave in an unprofessional manner in front of the Premises. Work breaks should be limited to the rear of the Premises.
16. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeated from the Premises nor shall Tenant vent any cooking fumes or odors into the interior of the Building.
17. Tenant shall not permit, allow or cause any public or private auction, “going-out-of-business”, bankruptcy, distress or liquidation sale on the Premises. It is the intent of the preceding sentence to prevent Tenant from conducting his business in any manner that would give the public the impression that he is about to cease operation and Landlord shall be the sole judge as to what shall constitute a “distress-type” sale.
18. Tenant shall not erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show window of any other tenant in the Building or tend to interfere with any such other tenant’s business.
19. Tenant shall not use or permit the use of space heaters, whether electrical or battery operated, in the Premises.

- 20. Landlord reserves the right to amend or rescind any of these rules and make such other and further rules and regulations as in the judgment of Landlord shall from time to time be needed for safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made the notice thereof given to a tenant shall be binding upon him in like manner as if originally herein prescribed. Landlord reserves the right to waive any rule in any particular instance or as to any particular person or occurrence.
- 21. All contractors and subcontractors performing work at the Premises shall park at the rear of the Building and use the rear entrance of the tenant space. Use of the front doors or parking in the front of the Building is prohibited. Construction crews shall not store equipment or materials in the breezeway or alley. Violation of any of the foregoing will result in a \$500 per day in liquidated damages payable by Tenant.
- 22. Demolition causing excessive noise or that creates a disturbance to the other tenants shall only be performed before or after the normal and customary business hours of the Building so that tenants are not disrupted during business hours.
- 23. Smoking is prohibited in the Building and within twenty-five (25) feet of any entries, outdoor air intakes and operable windows.
- 24. The use of Chlorofluorocarbon (CFC) –based refrigerants is prohibited in the Building and in the Premises.
- 25. The Use of any products or insulation containing urea formaldehyde or urea formaldehyde resin is prohibited in the Building and in the Premises.
- 26. Before closing and leaving the Premises, Tenant shall use reasonable efforts to turn off all lights, electrical appliances and mechanical equipment that are not otherwise required to remain on. The use of space heaters is prohibited. Notwithstanding anything contained herein to the contrary, any space conditioning equipment that is placed in the Premises for the purpose of increasing comfort to tenants shall be operated on sensors or timers that limit operation of equipment to hours of occupancy in the areas immediately adjacent to the occupying personnel.
- 27. Landlord may, from time to time, decide to develop, maintain and/or operate the Building in accordance with third-party accreditations, ratings or certifications that relate to sustainability issues, energy efficiency or other comparable goals. Tenant shall cooperate with Landlord’s efforts in that regard and provide any such information required to attain these accreditations, ratings or certification. The foregoing provisions shall apply whether Landlord affirmatively seeks an accreditation, rating or certification and to thereafter maintain the accreditation, rating or certification, or to operate voluntarily in accordance with such accreditation, rating or certification.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Exhibit “E”**  
**Conceptual Depiction of Tenant’s Initial Leasehold Improvements**

The scope of work includes electrical and data, furniture, flooring, new drop ceiling with LED energy efficient lighting and exterior signage



**Exhibit “F”**  
**Tenant’s Self Insurance Letter**



**Internal Services Department**  
Risk Management Division  
Property & Casualty Unit  
111 NW 1<sup>st</sup> Street • Suite 2340  
Miami, Florida 33128  
T 305-375-5442 F 305-375-1477

August 6, 2020

Gables Miracle Mile LLC  
c/o Terranova Corporation  
801 Arthur Godfrey Road, Suite 600  
Miami Beach, FL 33140.

**TO WHOM IT MAY CONCERN**

**RE: Miami-Dade County- Coral Gables Public Library –  
Lease Agreement -308 Miracle Mile, Coral Gables**

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker’s Compensation, General Liability and Automobile Liability covering employees and officials of the County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,

Baunie McConnell, JD  
Risk Management Division Director

BM/ml





# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** October 6, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(3)

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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) 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. 9(A)(3)  
10-6-20

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

RESOLUTION AUTHORIZING TERMS AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND GABLES MIRACLE MILE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PREMISES LOCATED AT 308 MIRACLE MILE, BAY 308, CORAL GABLES, FLORIDA, 33134, TO BE UTILIZED BY THE MIAMI-DADE PUBLIC LIBRARY SYSTEM AS A TEMPORARY CORAL GABLES BRANCH LIBRARY FOR UP TO TWO YEARS FOR A TOTAL RENT AND IMPROVEMENTS COST OF \$379,040.00; REQUIRING LEASE TO BE EXECUTED; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

**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.** The foregoing recital is incorporated into this resolution and is approved.

**Section 2.** This Board hereby approves the Lease Agreement attached to the Mayor's memorandum as Attachment 1 between the County, as tenant, and Gables Miracle Mile, LLC, as landlord, for the property located at 308 Miracle Mile, Bay 308, Coral Gables, Florida, 33134, for up to two years, with an estimated fiscal impact to the County of \$379,040.00, inclusive of rent and improvements.

**Section 3.** The Board authorizes the County Mayor or County Mayor's designee to execute the Lease Agreement, exercise any and all rights conferred therein, and to take all actions necessary to effectuate same.

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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of October, 2020. 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.

mjs

Melanie J. Spencer