

# MEMORANDUM

Agenda Item No. 8(F)(3)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** January 20, 2021

**FROM:** Geri Bonzon-Keenan  
Successor County Attorney

**SUBJECT:** Resolution approving terms of and authorizing execution by the County Mayor of a Lease Agreement between County and 6300 NW 72 Avenue, Inc., a Florida Corporation, for premises located at 6326 NW 72 Avenue, Miami, Florida, to be utilized by the Department of Transportation and Public Works' Traffic Signals and Signs Division for storing traffic signals and related equipment with total fiscal impact to the County estimated to be \$531,372.46 for the initial three year term and the three-year renewal option period; and authorizing the County Mayor to exercise any and all other rights conferred therein

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The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.




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Gerri Bonzon-Keenan  
Successor County Attorney

GBK/uw

**Date:** January 20, 2021

**To:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

**Subject:** Lease Agreement between Miami-Dade County and 6300 NW 72 Avenue, Inc.,  
for Property Located at 6326 NW 72 Avenue, Miami, Florida  
Lease No. 30-3014-010-0360-L01

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease Agreement (Lease) between Miami-Dade County (County) and 6300 NW 72 Avenue, Inc. (Landlord), a Florida corporation, for the use of property located at 6326 NW 72 Avenue, Miami, Florida (Premises). The Department of Transportation and Public Works has been in this space since 1994 for the purpose of storing traffic signals and related equipment. More specifically, the resolution does the following:

- Authorizes the lease of 9,000 square feet of warehouse space together with off-street parking in common with other tenants; and
- Authorizes a lease term of three years with one, three-year option to renew.

The Lease becomes effective on the first day of the next month following the effective date of the resolution approving the Lease.

## **Scope**

The Premises is in Commission District 12, which is represented by Commissioner Jose "Pepe" Diaz. Written notice of the Lease was provided to the District Commissioner.

## **Fiscal Impact/Funding Source**

The fiscal impact to the County for the initial year of the lease term is estimated to be \$82,200, which is comprised of base rent in the amount of \$76,320 (approximately \$8.48 per square foot), electrical services, which are estimated to be \$2,064 annually, and a \$3,816 lease management fee, that shall be paid to the Internal Services Department for the administration of the Lease. The lease management fee is five percent of the base rent. The total fiscal impact for the lease term and the three-year option to renew is estimated to be \$531,372.46, which includes an annual rental increase of three percent beginning on the second year of the lease term, and each year thereafter, including the option to renew period. The funding source is DTPW Operating Funds.

The Landlord is responsible for maintenance of the common areas, the structural elements of the building, plumbing, electrical lines, fixtures and equipment, fire equipment, the heating, ventilation, and air conditioning (HVAC) system, water, and waste disposal services.

The County currently pays \$72,571.44 in base rent (approximately \$8.06 per square foot) on an annual basis for the leased Premises.

The Internal Services Department has conducted an in-house survey of the comparable rental values in the area of the subject property to determine the subject property's market rental value. The findings are provided below.

7501-7521 NW 52 Street, Miami, Florida – \$11.25 per square foot on an annual basis. The Tenant is responsible for all operating costs and expenses.

1400-1466 NW 82 Avenue, Miami, Florida – \$19.25 per square foot on an annual basis. The Tenant is responsible for all operating costs and expenses.

1424-1442 NW 82 Avenue, Miami, Florida - \$12.25 per square foot on an annual basis. The Tenant is responsible for all operating costs and expenses.

**Track Record/County Monitor**

The County has no record of negative performance issues with the Landlord. Aileen Leon of the Internal Services Department is the Lease Monitor.

The company principal is Zvika Shechter, President.

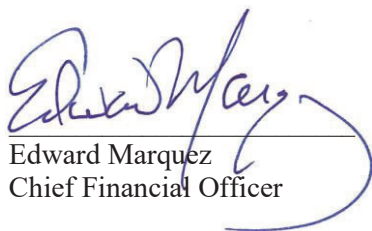
**Delegated Authority**

This item authorizes the County Mayor or the County Mayor’s designee to execute the Lease and to exercise all other rights conferred therein.

**Background**

On June 6, 2006, through Resolution No. R-646-06, the Board approved a lease term of five years with two, three-year renewal option periods for the leased Premises. The Department utilizes the space for the storage of traffic signals and equipment to be used by the Department of Transportation and Public Works. The lease agreement expired on July 17, 2017, and the County remains in occupancy of the property on a month-to-month basis through the holdover provision. A recent audit of lease files by ISD staff revealed that this lease had not been renewed. New procedures have been implemented to ensure that all leases are managed in a timely manner. The County continues to pay 100 percent of the monthly rent in effect prior to the expiration of the Lease.

The County shall have the right, at any time, without cause, to terminate the Lease by providing the Landlord with at least 90 days’ advanced written notice.



Edward Marquez  
Chief Financial Officer



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** January 20, 2021

**FROM:**   
Gen Bonzon-Keenan  
Successor County Attorney

**SUBJECT:** Agenda Item No. 8(F)(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. 8(F)(3)

1-20-21

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

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, OF A LEASE AGREEMENT BETWEEN COUNTY AND 6300 NW 72 AVENUE, INC., A FLORIDA CORPORATION, FOR PREMISES LOCATED AT 6326 NW 72 AVENUE, MIAMI, FLORIDA, TO BE UTILIZED BY THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS' TRAFFIC SIGNALS AND SIGNS DIVISION FOR STORING TRAFFIC SIGNALS AND RELATED EQUIPMENT WITH TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$531,372.46 FOR THE INITIAL THREE YEAR TERM AND THE THREE-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby incorporates the foregoing recital and approves the Lease Agreement between Miami-Dade County and 6300 NW 72 Avenue, Inc., a Florida Corporation, for premises located at 6326 NW 72 Avenue, Miami, Florida to be utilized by the Department of Transportation and Public Works' Traffic and Signs Division as a storage facility with a total fiscal impact to the County estimated to be \$531,372.46, for a three year lease term with a three-year renewal option period; in substantially the form attached hereto as Attachment 1 and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute the same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

- |                                       |                        |
|---------------------------------------|------------------------|
| Jose "Pepe" Diaz, Chairman            |                        |
| Oliver G. Gilbert, III, Vice-Chairman |                        |
| Sen. René García                      | Keon Hardemon          |
| Sally A. Heyman                       | Danielle Cohen Higgins |
| Eileen Higgins                        | Joe A. Martinez        |
| Kionne L. McGhee                      | Jean Monestime         |
| Raquel A. Regalado                    | Rebeca Sosa            |
| Sen. Javier D. Souto                  |                        |

The Chairperson thereupon declared this resolution duly passed and adopted this 20<sup>th</sup> day of January, 2021. 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.



Juliette R. Antoine

**OFFICE LEASE**

by and between

6300 NW 72 Avenue, Inc.,  
a Florida Corporation  
("Landlord")

And

Miami-Dade County  
a political subdivision of the State of Florida  
("Tenant")

For the benefit of: Department of Transportation and Public Works,  
Miami-Dade County Department of Transportation and Public Works

Dated as of

\_\_\_\_\_, 2020

Lease No.: \_\_\_\_\_

## OFFICE LEASE

This Office Lease ("Lease") is made between 6300 NW 72 Avenue, Inc., a Florida Corporation ("Landlord"), whose principal place of business is located at 6300 NW 72 Avenue, Miami, Florida 33166, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

### LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, that certain property ("Premises"), which is further described below in *Item 4* of the Basic Lease Provisions, and as shown on the illustration attached hereto as ("Exhibit A"). The Premises is located in the Building described below in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land (the "Land"), which is more particularly described below in *Item 3* of the Basic Lease Provisions, which is also improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

### BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County, a political subdivision of the State of Florida
2. **Building:** 6301 NW 74 Avenue comprised of a total of 132,804 square feet of rentable warehouse space.
3. **Land (including Folio No.):** 30-3014-010-0360, approximately 203,861 square feet.
4. **Premises:** 6326 NW 72 Avenue, Miami, Florida 33166
5. **Size of Premises:** 9,000 square feet
6. **Term:** The initial term of this Lease is for three years (3) with one (1) additional three-year (3) renewal option period, commencing on the Lease Commencement Date and expiring six (6) years thereafter.
7. **Holdover:** If TENANT, with LANDLORD's consent remains in possession of the demised premises after the expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month-to-month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month-to-month basis.
8. **Base Rent:** \$8.48 per square foot during the first year of the Lease Term.
9. **Rental Increases:** The initial Base Rent shall increase by three (3%) annually on the anniversary of the Commencement Date each year thereafter.



**Base Rent:**

|                   |                          |                         |                         |
|-------------------|--------------------------|-------------------------|-------------------------|
| 6326 NW 72 AVE    |                          |                         |                         |
| 9,000 square feet |                          |                         |                         |
| <u>Period</u>     | <u>Monthly Base Rent</u> | <u>Annual Base Rent</u> | <u>Square Foot Cost</u> |
| Year 1            | \$6,360.00               | \$76,320.00             | \$8.48                  |
| Year 2            | \$6550.80                | \$78,609.60             | \$8.73                  |
| Year 3            | \$6747.32                | \$80,967.89             | \$9.00                  |
| Year 4            | \$6949.74                | \$83,396.92             | \$9.27                  |
| Year 5            | \$7158.24                | \$85,898.83             | \$9.54                  |
| Year 6            | \$7372.98                | \$88,475.80             | \$9.83                  |

10. **Service and Utilities:**

- (a) Water: Landlord during the term hereof shall pay all charges for water used by Tenant.
- (b) Electrical: Tenant shall, during the Term of this Lease, and any extension thereof, pay all charges for electricity used by Tenant.
- (c) Waste Disposal: Tenant during the term hereof shall pay all charges for waste disposal used by Tenant.

11. **Lease Commencement Date:** The Commencement Date shall be the date that a fully signed Lease Agreement is delivered by Tenant to Landlord (which will only occur after the adoption of the resolution by the Board of County Commissioners (the "Board") approving this Lease Agreement and either approval of the County Mayor or after the required ten (10) day veto period has expired, or if the County Mayor vetoes this Lease Agreement, then after subsequent approval of two-thirds of the Board).

12. **Termination Date:** Six (6) years after the Commencement Date.

13. **Right of Early Cancellation:** Tenant shall have the right to terminate the Lease at any time by providing to the Landlord notice of termination to be effective ninety (90) days after delivery.

14. **Holdover:** Provided Landlord and Tenant are engaged in active discussions with each other to extend the expired Lease Term, holdover rent shall be 100% month-to-month of the current base rent. In the event of such holding over, all of the lease terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month- to- month basis.

15. **Parking Spaces:** Tenant shall have the use of off street parking.



16. **Address for Notices:**

**To Landlord:**

6300 NW 72 Ave, Inc.,  
Miami, Florida 33166  
Attention: Julian Igarza  
Operations Manager

**To Tenant:**

Internal Services Department  
Real Estate Development Division  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128  
Attention: Director

With a copy to:

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

17. **Taxes:** The TENANT agrees to pay its pro rata share of any increase in Ad Valorem Real Estate Taxes over the base year of 2020. This shall be paid as additional rent upon presentation of paid tax bills. The TENANT agrees to pay the LANDLORD the November discounted amount.

STANDARD LEASE PROVISIONS

1. **LEASE GRANT**

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at 6326 NW 72 Avenue, Miami, Florida 33166, consisting of 9,000 rentable square feet of warehouse space, which together is shown on the illustration that is attached hereto, marked as "Exhibit A", and is included herein by reference.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the Building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas (the "Common Areas") to the extent permitted by Landlord.

(c) Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults.

(d) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building and the Land, the portions of the Building and the Land intended to be used for common use, including, but not limited to parking lot areas if any, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, water fountains, elevators and elevator foyer to the extent permitted by Landlord.

2. **TERM**

(a) The initial term of this Lease shall be for a period of three (3) years, and shall commence on the Commencement Date (the "term" or "Term" or "Lease Term"). The date marking the beginning of the Lease shall be the Commencement Date, and shall be memorialized in a letter of commencement from Tenant to Landlord.

(b) Renewal Option. Subject to the provisions hereinafter set forth, the Landlord hereby grants to the Tenant an option to extend the term of Lease, on the same terms, conditions, and provisions as contained in this Lease, except as otherwise provided in this paragraph. The Landlord hereby grants the Tenant the option to extend the term of the Lease for a period of three (3) years. The renewal option shall be exercisable by written notice from the Tenant to the Landlord ninety (90) days prior to the last day of the term. The monthly rent for the Premises payable during the renewal option period shall increase by three (3%) percent annually, beginning from the amount of the Base Rent for the last month of the initial term. Upon the Tenant exercising its option to renew, this Lease shall be renewed.

(c) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals or the earlier termination of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month tenancy, and the rent shall be at the "holdover" rent amount set forth in the Basic Lease Provisions, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period.

(d) Early Cancellation by the Tenant. The Tenant shall have the right to terminate the Lease at any time by giving the Landlord notice of termination to be effective ninety (90) days after delivery.

3. **RENT**

(a) The Tenant's obligation to pay rent, including Base Rent, and/or any other financial obligation shall begin on the Commencement Date.

(b) The Tenant agrees to pay Base Rent to the Landlord for the first year of the term of this Lease in the amount of Seventy Six Thousand Three Hundred Twenty and No/100 (\$76,320.00) Dollars, which represents Eight and 48/100 (\$8.48) Dollars per square foot. Commencing on the anniversary of this Lease, and every anniversary, thereafter, the Tenant agrees that the Base Rent shall be increased by three (3%) percent over the prior year's Base Rent.

(c) All monthly installments of Base Rent shall be payable in advance on the first (1<sup>st</sup>) day of each calendar month during the term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30<sup>th</sup> of each year and which will be paid no later than October 31 of each year.

(d) The term "Base Rent" or "Rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, the Building, and the Land, and is inclusive of any and all insurance, administrative fees,



maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Tenant.

4. **PURPOSE**

(a) The area of the demised premises shall be used by TENANT for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

(b) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, be reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises; or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.

(c) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, or liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

5. **SERVICES AND UTILITIES**

The Landlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below, subject to the conditions and standards set forth in this Lease.

(a) Water. Landlord during the term hereof shall pay all charges for water used by Tenant.

(b) Electrical. Tenant shall, during the Term of this Lease, and any extension thereof, pay all charges for electricity used by Tenant.

6. **MAINTENANCE AND REPAIRS**

(a) **Landlord's Duties.** Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building; the elevator(s), plumbing, HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Landlord throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the Tenant, its agents, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. The Landlord shall be solely responsible for any and all damages and repairs caused by the negligence or intentional or willful act of the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof; foundation; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows; ballasts, plumbing, fixtures, the Building ventilation system; elevators; Building telephone systems; alarm systems; the lobby(ies); the corridors; any and all flooring, including any carpeting or tile repair or replacement except for any flooring in the Premises; electrical closets; interior portions of the Building, both above and below grade which are not covered by this lease; pest control; landscaping; walkways; pathways; sidewalks; and parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all required repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all Building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to properly or timely maintain and repair the Building, the Premises, and/or the Land, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after thirty (30) days' written notice to the Landlord, to make any and all repairs to the Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety of the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Base Rent. Further, the Tenant shall have no liability to the Landlord for any damage, inconvenience or interference regarding the use or any damage to the Building, Premises, and/or Land as a result of performing any such work.

(a.1) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within three (3) days upon receiving any notice or complaint from the Tenant. If Landlord has not commenced such repairs to the HVAC system within such three (3) day period, Tenant shall have the right to make such temporary, emergency repairs to the HVAC system as may be reasonably necessary. Landlord shall reimburse Tenant for the reasonable, out-of-pocket costs incurred by Tenant in making such emergency repairs within thirty (30) days after submission by Tenant to Landlord of an invoice therefore, accompanied by reasonable supporting documentation for the costs so incurred.

(a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance, within at least 24 hour notice, of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises, except in case of



emergency in which case no prior notice is required. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-business hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to rent abatement for the period of time such repairs are undertaken.

(b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). The Tenant shall maintain lavatory, toilet, wash basin, kitchen facilities, and any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant). Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any gross negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

(c) Supplemental HVAC System. The Tenant acknowledges and agrees that whenever a special HVAC system is installed in all or part of the Premises, at the direction or for the benefit of the Tenant, the Tenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Tenant's sole cost and expense, which contract shall be either through a third-party agent or vendor of the Tenant, or by employees of an agency or department of the Tenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment, and shall provide the Landlord with a copy of the same. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days of installation of such HVAC system. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

## 7. ALTERATIONS AND IMPROVEMENTS

(a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord for approval at least thirty (30) days prior to the proposed

commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses and use of licensed and insured contractors. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connections with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees not to connect any apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the term of this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the term of this Lease, or the earlier termination thereof. If Tenant fails to remove any of Tenant's Property after vacating the Premises, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

(c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.

8. **RIGHT OF QUIET ENJOYMENT**

(a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, as required by the Tenant to be kept and performed, the Tenant shall quietly enjoy the Premises for the term hereof, and any extension or renewal thereof, without unreasonable hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.

(b) Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The Landlord, the foregoing notwithstanding shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the Building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the term of this Lease.

9. **ASSIGNMENT AND SUBLETTING**

(a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sublease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord's consent, assign or sublease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sublease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election, constitute a default hereunder, notwithstanding Landlord's acceptance of rent payments from any purported assignee or sub-tenant.

(b) In the event of any assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.

(c) Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.

(d) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed assignment or sublease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sublease may be made, at least thirty (30) days prior to the proposed effective date of the assignment or sublease. The Landlord shall approve or disapprove of the proposed assignment or sublease within thirty (30) days of receiving the proposed assignment or sublease. The failure of the Landlord to disapprove any proposed assignment or sublease with such thirty (30) day period shall be deemed to be an approval by the Landlord of such proposed assignment or sublease.





10. **LIENS AND INSOLVENCY**

Tenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant. In the event any lien is filed against the Land or the Landlord's property as a result of or in connection with any work performed or materials furnished to Tenant or on Tenant's behalf, Tenant shall promptly discharge or satisfy said lien within thirty (30) days' of receipt of notice of such lien.

11. **EMINENT DOMAIN**

(a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the term under this Lease shall be reduced in the proportion that the Tenant's total square footage of the Premises is reduced by the taking. Further, the Tenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Tenant for any and all damages, losses, and for any other reason attributable as a result of such taking, provided such amount is sought by Tenant directly against the public or quasi-governmental authority or entity directly and is not to be paid to Tenant from any payment made to Landlord as a result of such taking.

(b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to the Tenant, this Lease shall terminate, with such termination being made effective thirty(30) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except for any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that Tenant is otherwise entitled to receive under the law, if a separate award for such items is made to Tenant (provided Tenant's award does not reduce Landlord's award or attribute any value to the remaining leasehold interest). Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

12. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon forty-eight (24) hours' notice to Tenant (except in the event of emergency), the Landlord or Landlord's employees, agents, and/or contractors may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors may be escorted by an employee of the Tenant throughout the Premises, provided that Tenant's failure to provide an escort shall not delay Landlord's access to the Premises.



(b) Landlord may also show the Premises to prospective purchasers, renters (but only within the last six (6) months of the term of this Lease or upon receipt of notice from Tenant of early termination of this Lease as provided for herein), or lenders during regular business hours, and upon 48 hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. During the course of any such showing of the Premises, the Landlord, and/or its prospective purchasers, renters, or lenders shall be escorted by an employee of the Tenant throughout the Premises.

(c) Landlord shall repair, at Landlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

13. **SIGNAGE**

(a) Exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

14. **INSURANCE**

(a) Landlord's Insurance. The Landlord will, during the term of this Lease, at its sole cost and expense, carry fire, windstorm, hail, flood (if in a 100-year flood zone), and extended coverage insurance on the improvements of the Premises and the Building to the full replacement value.

(b) Tenant's Insurance. The Tenant is self-insured. Tenant shall, within fifteen (15) days of execution of this Lease, and no later than the Commencement Date, provide Landlord with evidence of such self-insurance. Tenant's self-insurance shall have no effect on Tenant's liability as otherwise set forth in this Lease.

15. **INDEMNIFICATION**

(a) Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Tenant or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Lease by the Landlord or its employees, agents, servants, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Tenant, or its officers, employees, agents and instrumentalities as herein provided.

(b) If the Tenant's use and occupancy is materially interfered with as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees, then, in addition to any other remedy, the Tenant shall be entitled to an abatement of the Base Rent.

(c) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Premises, or in the Building, or on the Land, other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, and employees, subject to the limitations of Florida Statutes, Section 768.28.

16. **HAZARDOUS MATERIALS**

(a) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease or any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(b) The Tenant represents and warrants to the Landlord that no Hazardous Materials, as defined above, shall be brought into or will be handled, stored, discharged, placed, or disposed of at, on, or under the Premises, the Building or the land by Tenant, employees, agents, contractors, licensees, and/or invitees.

(c) The Landlord represents and warrants to the Tenant that no Hazardous Materials, as defined above, have been located on the Premises, or have been released into the environment, or discharged,

placed, or disposed of at, on, or under the Premises. The Landlord further represents and warrants that to the best of its knowledge, information, and belief, the Premises, the Building, and/or the Land have never been used as a dump for any Hazardous Materials, as defined below, and that at all prior uses of the Premises, the Building, and/or the Land have at all times complied with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials.

17. **DESTRUCTION OF, OR DAMAGE TO, THE PREMISES**

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the Premises cannot be used for Tenant's purposes, which damage cannot be repaired within sixty (60) days, then Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event of minor damage is sustained to any part of the Premises, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majeure*. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payment, if any, but if no further payments are to be made, any additional or remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is not caused by the direct or indirect action of Tenant or by any of Tenant's agents, employees, vendors, or invitees, and which is beyond Tenant's reasonable control and reasonable efforts, which renders the Premises uninhabitable, inoperable or otherwise unfit for occupancy or use, in whole, for Tenant's purposes as set forth in Section 4 (a) hereof.

18. **TENANT'S DEFAULT AND REMEDIES**

(a) It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for fifteen (15) business days after receipt of written notice thereof was made to Tenant by the Landlord; (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or (iii) if such default cannot be cured within such thirty (30) day period. Then If, the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iv) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (v) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty



(120) calendar days; (vi) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vii) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (viii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

(b) If an Event of Default occurs, the Landlord may: (i) without obligation to do so, and without releasing the Tenant from any obligation under this Lease, make any payment or take any action the Landlord may deem necessary or desirable to cure such Event of Default, and the reasonable cost thereof shall be reimbursed by the Tenant to the Landlord within thirty (30) business days from Tenant's receipt of Landlord's written demand for reimbursement (such demand for reimbursement shall contain all supporting documentation, including, but not limited to invoices, cancelled checks, releases, photographs, and other evidence establishing that the work was completed and properly paid for by the Landlord); (ii) terminate this Lease; (iii) with or without terminating this Lease, after legal proceedings, retake possession of the Premises, and remove Tenant's personal property from the Premises, and storage such in a reasonable manner, at Tenant's expense, all without being liable for trespass; and/or (iv) exercise any other legal remedy permitted by law after adjudication by a court of competent jurisdiction, on account of such Event of Default. All remedies of Landlord under this Lease shall be cumulative, and the exercise of any such remedies shall not prevent the concurrent or subsequent exercise of any other remedy.

(c) If the Landlord elects to take possession without terminating this Lease, then such repossession shall not relieve the Tenant of its obligations and liabilities under this Lease, all of which shall survive such repossession. In the event of such repossession, the Tenant shall pay to the Landlord, as Rent, all Rent which would be payable hereunder if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting the Landlord's expenses in connection with such reletting, and rental concessions. Tenant shall pay such Rent to the Landlord on the days on which such Rent would have been payable hereunder if possession had not been retaken.

## 29. LANDLORD'S DEFAULT AND REMEDIES

(a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of sixty (60) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon sixty (60) days prior written notice to the Landlord. Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults, after written notice to the Landlord, which default is not cured by Landlord within thirty (30) days after receipt of such written notice, or in the event such default cannot be reasonably cured within thirty (30) days, provided Landlord has not commenced to cure such default within such thirty (30) day period, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all reasonable and customary costs and expenses, including, but not limited to labor and materials.

(b) Notwithstanding anything else set forth in this Lease, in the event the Landlord defaults on any of the terms, conditions, and/or covenants of this Lease, the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of Specific Performance.

20. **ATTORNEYS' FEES**

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought for the recovery of any Rent due under this Lease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Lease, or for return of the Premises to the Landlord and/or eviction of the Tenant during the term, or after the expiration thereof, including but not limited to expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise, the prevailing party shall be entitled to reimbursement of such fees from the non-prevailing party.

21. **TENANT'S SUBORDINATION TO MORTGAGE**

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land from a bank, savings and loan institution, insurance company, or other recognized lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement, as the lending institution may direct, shall contain a provision which states, in effect, that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the term of this Lease so long as no default exists under this Lease.

22. **CONDITION OF PREMISES AT TERMINATION**

(a) Upon the expiration or earlier termination of this Lease, the Tenant will quit and surrender the Premises in good order and repair in the same condition as the Premises was delivered to the Tenant under the prior lease between Landlord and Tenant, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair at Landlord's sole cost and expense pursuant to the terms of this Lease. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.

(b) If the Tenant, after the commencement of this Lease, installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item,

property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant may remove at the expiration or early termination of this Lease, provided that in such removal the Tenant shall repair any and all damage occasioned to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

23. **NOTICES**

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

|                 |   |
|-----------------|---|
| To Tenant:      | Miami-Dade County<br>Internal Services Department<br>111 N.W. First Street, Suite 2460<br>Miami, Florida 33128<br>Attention: Director |
| with a copy to: | County Attorney's Office<br>111 N.W. First Street, 28 <sup>th</sup> Floor<br>Miami, Florida 33128                                     |
| To Landlord:    | 6300 NW 72 Avenue, Inc.<br>c/o Julian Igarza<br>Miami, Florida 33166<br>Attention: Julian Igarza, Operations Manager                  |

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

24. **LANDLORD'S REPRESENTATIONS AND COVENANTS.**

Landlord hereby represents and covenants to Tenant that:

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

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

25. **TENANT'S REPRESENTATIONS AND COVENANTS**

Tenant hereby represents and covenants to the Landlord the following:

(a) Tenant hereby represents and covenants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms, conditions and provisions and that the person signing this Lease, on behalf of the Tenant, has the authority to bind the Tenant, and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease, subject to the approval of the Board of County Commissioners and/or the County Mayor, or the County Mayor's designee as set forth herein.

(b) Tenant understands that it has the right, at its sole cost and expenses, to continue, or otherwise install, a burglar alarm system for its benefit, and to install an antenna, cellular or booster system within the Premises, or within the Building, to provide better cellular telephone reception primarily for the Tenant, and its employees.

26. **FORCE MAJEURE**

Except for monetary obligations, in the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from, the performance of any act or obligation required under this Lease by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

27. **RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. The Tenant hereby acknowledges that additional information regarding radon gas, and radon testing, may be obtained from the county health department.

28. **MISCELLANEOUS**

A.) Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held



invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

B.) Captions. The article headings and captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

C.) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant, or lessor and lessee.

D.) Recording. A Memorandum of this Lease or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document. Further, the Tenant shall file a copy of the Lease with the Miami-Dade County Clerk of the Board.

E.) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor, or the County Mayor's designee.

G.) Performance. As otherwise described in this Lease if there is a default with respect to any of Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues for more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default breach (or such longer period as may be required in order to effect the cure, provided Landlord commences the cure within the thirty (30) day period and diligently prosecutes the cure to completion), in the event of an emergency (being defined as an imminent threat of personal injury to Tenant's employees or material damage to Tenant's equipment or other property at the Premises), and provided such default is curable wholly within or about the Premises and so long as the cure will have no adverse effect on the other tenants of the Building, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant receiving full reimbursement, Landlord shall pay the un-reimbursed balance to Tenant on demand.



H.) Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and to the Tenant, its successors and assigns (including any subtenants or assignees as appropriate and applicable), except as may be otherwise provided herein.

I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, and/or State or Federal holiday, then such due date or cure period expiration date shall be postponed to the next following business day.

J.) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.

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

L.) Exhibit and Schedules. Each and every Exhibit and/or Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as if they were part of the Lease.

M.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.

N.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.

O.) Brokers. Landlord and Tenant hereby represent and agree that except for any brokers listed in the Basic Lease Provisions, no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

P.) Estoppel Certificates. Tenant agrees, from time to time, within 30 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying the nature of Landlord's default), the termination date of this Lease and such other standard matters pertaining to this Lease of which the Tenant is aware and as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion

is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

Landlord agrees, from time to time, within 30 days after request of Tenant, to execute and deliver to Tenant, or Tenant's designee, any estoppel certificate requested by Tenant, stating that this Lease is in full force and effect, the date to which rent has been paid, that Tenant is not in default hereunder (or specifying in detail the nature of Tenant's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Tenant. Landlord's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Tenant's execution of this Lease. No cure or grace period provided in this Lease shall apply to Landlord's obligations to timely deliver an estoppel certificate.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]  
[ONLY THE SIGNATURE PAGE REMAINS]



IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board of County Commissioners; all on the day and year first hereinabove written.

LANDLORD

6300 NW 72 Avenue, Inc., a Florida Corporation

By: [Signature] 3-27-2019

Zvika Shechter, President

Signed in the presence of:

[Signature: Eva Rodriguez]  
Print Name: EVA RODRIGUEZ

[Signature: Julian Jorza]  
Print Name: JULIAN JORZA

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

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

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

TENANT

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

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

**EXHIBIT A**

**Premises:** 6326 NW 72 Avenue, Miami, Florida 33166

**Full Legal Description**

14 53 40 4.68 AC  
AMD PL OF PB 8-16  
S1/2 OF TRACT 22 LESS E50FT FOR  
ROAD & LESS W35FT FOR R/W  
LOT SIZE 203861 SQ FT  
OR 16811-1433 0695 1

