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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(F)(9)

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

DATE: February 2, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving terms and authorizing execution by the County Mayor of a retroactive lease agreement between Miami-Dade County and Miami River House II Associates, LTD and Miami River House III Associates, LTD, Florida Limited Partnerships, for the premises located at 1035 NW 11 Court and 1080 NW 11 Street, Miami, Florida, to be utilized by the Water and Sewer Department for employee parking, with a total fiscal impact to the Water and Sewer Department estimated to be $52,000.00 for the six month term of the lease and the 14-month option period; and authorizing the County Mayor to exercise any and all other rights conferred therein

Resolution No. R-110-16

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: February 2, 2016

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

From: Carlos A. Gimenez
Mayor

Subject: Retroactive ~~Lease Agreement~~ between Miami-Dade County and Miami River House II Associates, LTD and Miami River House III Associates, LTD for Property Located at 1035 NW 11 Court and 1080 NW 11 Street, Miami, Florida, to be Utilized by the Water and Sewer Department for Employee Parking – Lease No. 01-3135-000-0164 – L01

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the execution of the attached Retroactive Lease Agreement (Lease) between Miami-Dade County (County) and the Miami River House II Associates, LTD and the Miami River House III Associates, LTD (Landlord), for properties to be used as parking spaces for Water and Sewer Department employees. More specifically, the resolution does the following:

- Authorizes the lease of two (2) separate parcels of land, as shown in Exhibit A to the Lease, both improved with parking spaces to be utilized by Water and Sewer Department employees, Parcel A (approximately 21,292 square feet) is owned by Miami River House II Associates, LTD and is located at 1035 NW 11 Court, Miami, Florida; Parcel B (approximately 20,064 square feet) is owned by Miami River House III Associates, LTD and is located at 1080 NW 11 Street, Miami, Florida; and
- Authorizes an initial lease term of six (6) months, effective retroactively on May 1, 2015, plus an optional renewal term of up to 14 months, exercised on a month-to-month basis, through December 31, 2016.

Scope

The properties are located in County Commission District 5, which is represented by Commissioner Bruno A. Barreiro.

Fiscal Impact/Funding Source

The fiscal impact to the Water and Sewer Department for the initial term of the Lease is estimated to be $15,600.00. This amount is comprised of $15,000.00 in base rent, which is equal to $2,500.00 per month and a $600.00 lease management fee. The lease management fee, which amounts to four (4) percent of the base rent, will be paid by the Water and Sewer Department to the Internal Services Department for the administration of the Lease. If the County elects to exercise the full optional renewal term, the total fiscal impact to the Water and Sewer Department is estimated to be $52,000.00. All costs associated with this Lease shall be funded through the Water and Sewer Department's Water Revenue Fund. The Water and Sewer Department does not anticipate any annual costs for operation and maintenance of the properties, as both properties are paved parking lots. Under the Lease, the Landlord shall bear the costs to maintain the parking lot areas, including any necessary repairs and electrical services.

Track Record/Monitor

The County has no record of negative performance issues with the Landlord. The Lease was prepared by the Internal Services Department on behalf of the Water and Sewer Department. Dirk Duval of the Real Estate Development Division in the Internal Services Department is the Lease Monitor.

Delegation of Authority
Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease and exercise all other rights conferred therein.

Background
The Water and Sewer Department's Water Transmission and Distribution Division and Sewer Meter Installation and Maintenance Section have approximately 155 employees located at 1001 NW 11 Street, Miami, Florida. The location is comprised of office space, equipment and fleet repair bays, an equipment storage facility, and a fuel station.

Due to parking constraints, employees working at this location were utilizing parking spaces at the Culmer Metrorail Station located at 670 NW 11 Street, as authorized by the Miami-Dade Transit Department. Following a Federal Transit Administration (FTA) field examination in February 2015, the FTA advised the Transit Department that parking at the Culmer station by Water and Sewer Department employees is not permissible and all available parking must be used by Metrorail patrons. Thus, staff from the Water and Sewer and Transit Departments implemented a corrective action plan to address this issue, identifying the two (2) properties in the Lease as the best short-term option due to pricing, proximity to the location, and availability of a combined total of 60 parking spaces. The Water and Sewer Department employees have been utilizing these properties since May 1, 2015 for parking purposes in order to meet operational needs.

Additional Lease details are as follows:

COMPANY PRINCIPALS:	Lauris Boulnger, General Manager
LEASE TERM:	Six (6) months, plus an optional renewal term of up to 14 months, exercised on a month-to-month basis through December 31, 2016.
EFFECTIVE DATES:	Commencing May 1, 2015 and terminating on October 31, 2015.
RENTAL RATE:	The rent for the initial six-month term of the Lease will be $15,000.00 which will be paid in six (6) equal installments of $2,500.00 per month. The same monthly rate applies to the optional renewal term.
LEASE CONDITIONS:	The Landlord's responsibilities include the cost of all utilities associated with the parcels. The County is responsible for initially cleaning both parcels. Thereafter, the Landlord shall maintain the parcels and arrange for the regular pickup of trash and garbage. The Landlord shall maintain the parcels in a neat and clean condition.
CANCELLATION PROVISION:	The County may cancel or terminate the Lease at any time, without cause, by giving the Landlord at least 30-day advanced written notice of such cancellation.
OTHER PROPERTIES EVALUATED:	1155 NW 11 Street, Miami, Florida – $30.00 per parking space, inclusive of operating expenses. Sixty spaces are available; however, this property was not available in the time needed.

12 Avenue NW South River Drive, Miami, Florida – $16.00 per square foot of vacant land, however the site is four (4) blocks away.

1010 Spring Gardens Road, Miami, Florida – No surface parking available.

1008 Spring Gardens Road, Miami, Florida – No surface parking available.

Attachment

Jack Osterholt
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: February 2, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(9)

Please note any items checked.

_____	"3-Day Rule" for committees applicable if raised
_____	6 weeks required between first reading and public hearing
_____	4 weeks notification to municipal officials required prior to public hearing
_____	Decreases revenues or increases expenditures without balancing budget
_____	Budget required
_____	Statement of fiscal impact required
_____	Statement of social equity required
_____	Ordinance creating a new board requires detailed County Mayor's report for public hearing
_____	No committee review
_____	Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve
✓	Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(9)
2-2-16

RESOLUTION NO. R-110-16

RESOLUTION APPROVING TERMS AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A RETROACTIVE LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI RIVER HOUSE II ASSOCIATES, LTD AND MIAMI RIVER HOUSE III ASSOCIATES, LTD, FLORIDA LIMITED PARTNERSHIPS; FOR THE PREMISES LOCATED AT 1035 NW 11 COURT AND 1080 NW 11 STREET, MIAMI, FLORIDA, TO BE UTILIZED BY THE WATER AND SEWER DEPARTMENT FOR EMPLOYEE PARKING, WITH A TOTAL FISCAL IMPACT TO THE WATER AND SEWER DEPARTMENT ESTIMATED TO BE $52,000.00 FOR THE SIX MONTH TERM OF THE LEASE AND THE 14-MONTH OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board incorporates the foregoing recital and hereby approves the Retroactive Lease Agreement between Miami-Dade County and Miami River House II Associates, LTD and Miami River House III Associates, LTD, Florida limited partnerships, for the properties located at 1035 NW 11 Court and 1080 NW 11 Street, Miami, Florida, to be utilized by the Water and Sewer Department to provide parking for its employees, with a total fiscal impact to the Water and Sewer Department estimated to be $52,000.00 for the six-month term of the Retroactive Lease Agreement and 14-month option period in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2016. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

RETROACTIVE LEASE AGREEMENT

THIS RETROACTIVE LEASE AGREEMENT (this "Lease"), is being entered into this ____ day of _____, 2015 ("Effective Date") between the landlord listed below ("Landlord"), and tenant listed below, ("Tenant"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, certain parking spaces, as shown on the attached Exhibit A (the "Premises"), for the term described below.

PART I
PREAMBLE

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

A. TENANT:	Miami-Dade County, a political subdivision of the State of Florida
B. TENANT'S ADDRESS	3071 S.W. 38th Avenue, Miami, FL 33146
C. LANDLORD:	Miami River House II Associates, LTD Miami River House III Associates, LTD
D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:	c/o Lauris Boulanger Miami River House II Associates, LTD Miami River House III Associates, LTD 1986 NE 149 St North Miami Beach, Florida 33181 All payments due hereunder, including, but not limited to, Rent and Operating Expenses, if any, should be made payable to the landlord entity identified here in Section D.
E. PROPERTY LOCATION AND ADDRESS:	2 separate parcels of land improved with parking spaces1035 NW 11 Ct & 1080 NW 11 ST, Miami Florida
F. PREMISES:	2 Separate Parking Lots Folio Number(s): 01-3135-026-0080 & 01-3135-026-0200 The size of the Premises is: 21,292 sf & 20,064 sf
G. TERM:	Six (6) months. Commencing on the Commencement Date, which is: May 1, 2015, and expiring on October 31, 2015 ("Expiration Date").
H. OPTIONS TO RENEW:	Tenant shall be on month to month in accordance with the terms contained herein, The Rent during the Option Period shall be the following: Month to Month Monthly Rent Payment - $2,500.00 For both parcels of land
I. RENT:	First Year - $15,000 for 6 months Monthly Rent Payment - $2,500.00 For both parcels of land
J. RENT:	Described herein is for 2 parcels of land.
K. RENT COMMENCEMENT DATE:	May 1, 2015
L. TENANT'S OPERATING EXPENSE:	N/A
M. FLORIDA SALES TAX	N/A
N. USE:	Parking for Miami-Dade Water & Sewer employees.
O. SECURITY DEPOSIT:	N/A
P. CANCELLATION:	30 Day Cancellation Notice.

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

STANDARD LEASE PROVISIONS

PART II
Terms and Conditions

Tenant shall lease the Premises at and for the agreed Rent payable in advance on the first day of each and every month, starting on the Commencement Date. Additionally, Tenant shall pay any taxes in the nature of sales, rental taxes, use or similar taxes now or hereafter assessed or levied by any taxing authority upon the payment of Rent or other charges paid by Tenant.

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

Tenant, upon the execution of this Lease, agrees to pay the amount the Security Deposit listed in the Preamble hereof (the "Preamble"), if any, which shall be held as security for Tenant's performance as herein provided and refunded to Tenant at the end of this Lease subject to Tenant's satisfactory compliance with the conditions hereof, as stipulated in Section 17 of this Lease.

Tenant shall remit to Landlord all payments for Rent on or before the first day of each and every month in advance without demand at the Rent Payment Address listed in the Preamble or at such other place and to such other person, as Landlord may from time to time designate in writing. However, notwithstanding the foregoing, the October monthly installment rental payment for each year will be processed by the Tenant after the close of the Tenant's fiscal year on September 30th. Therefore, the October's Rent payment may be delayed each year, and the Landlord hereby acknowledges this fact, and agrees hereby not to impose and type of penalty against the Tenant.

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

SECTION 1. USE: It is hereby understood and agreed that the use of the Premises is limited to the Use described in the Preamble and for no other purposes whatsoever. Any violation of the agreed use or any type of disturbance or interference with any other tenant's use clause, business and/or exclusivity will be a violation of this Lease. In the event there is a violation of the Use clause in this Lease, it shall be an event of default, and the Landlord shall have the right to exercise or pursue any and all remedies under this Lease or any other remedy at law or in equity. No auction, fire, bankruptcy, "lost our lease" or going out of business sales (or the like) may be conducted within the Premises.

SECTION 2. ASSIGNMENT-SUBLEASING: Except for the use of the Premises by a different department or agency of the Tenant, the Tenant shall not mortgage, pledge, encumber, assign this Lease, or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. In the event Landlord provides its written consent for an assignment or sublease, Landlord shall receive one hundred (100%) percent of any excess rent which is derived from the proposed transaction (including any fee, payment, etc. that Tenant receives in connection with any assignment and/or sublet). In any case whereby Landlord shall consent to such proposed subletting, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the entire amount of the Rent, and other amounts provided herein. No assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants contained herein. As part of Landlord's approval process for any assignment or sublet, to a non-governmental entity, the Landlord may require one or more of the following: (A) a Security Deposit from the assignee/sub lessee in the amount equaled to one (1) month of Rent; and/or (B) financial and other information about the assignee/sub lessee.

SECTION 3. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises as it is herein given the right to use at its own risk; and that, except for the negligence or willful misconduct of Landlord and/or Landlord's agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or to fixtures or other personal property of Tenant (collectively, "Tenant's Property") or those claiming by, through or under Tenant. In furtherance of the foregoing, Landlord, any agent of Landlord, and/or any principal of Landlord, shall not be liable for any and all damage to Tenant's Property arising from the bursting or leaking of water or sewer pipes or roofing, unless arising from the negligence or willful misconduct of Landlord and/or Landlord's agents.

SECTION 4. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state and city government and of any and all of their departments and bureaus including any taxing authority or utility TENANT SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR THE OPERATION OF THE PREMISES. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.

SECTION 5. DEFAULT: Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent or any other sums due hereunder, or (ii) faithfully observe all terms, covenants, rules and

regulations contained in this Lease or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord.

In the event of any default by Tenant remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately (1) apply the Security Deposit, if any, toward the satisfaction and cure of such a default, and/or (2) cure Tenant's default at Tenant's cost and expense, and/or (3) after terminating this Lease, by lawful process, re-enter the Premises and remove all persons and all or any property therefrom, without being liable for any prosecution therefor or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Premises as it may reasonably deem fit, and/or (4) terminate this Lease upon written notice to Tenant and/or exercise any other remedies otherwise available to Landlord provided herein or at law or in equity. In connection with the foregoing, if Landlord so elects, after securing a judgment, Landlord may sell any personal property of Tenant at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All rights and remedies available to Landlord shall be cumulative and non-exclusive.

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

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

SECTION 6. ACCELERATION CLAUSE AND DAMAGES: In addition to all other rights granted to Landlord in this Lease and not as a limitation of said rights, in the event of a termination and/or default by Tenant, Landlord shall have the right and option to accelerate all rent due hereunder. Additionally, for the purposes of computing damages payable hereunder on account of a default by Tenant, it is agreed that there shall also be payable to Landlord, as damages, at the time of such default, the total of any amount owed to landlord if any, due as part of a judgment on an action by Landlord to evict the Tenant; and such amount for each of the months remaining in the Term hereof.

SECTION 7. ABANDONMENT: If Tenant shall abandon or vacate the Premises before the end of the Term of this Lease (except in the event Tenant elects to close the Premises temporarily for the purpose of making improvements same for no more than ninety (90) days (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be more than three (3) months in arrears, Landlord may, at its option, forthwith cancel this Lease and/or bring an action to evict the Tenant. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all obligations due to Landlord under the terms of this Lease.

SECTION 8. COLLECTION AND EXPENSES: Should either party bring a cause of action against the other party for the alleged breach of any term, clause, covenant, and/or condition under this Lease, the parties, respectively, that they shall be responsible for their own costs Attorney fees and witness fees. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce its rights and to any bankruptcy, receivership or other insolvency proceeding or negotiation.

SECTION 9. UTILITIES: Tenant and Landlord agree that the cost associated with the Premises for utilities that is, or may become, due, from the day the Commencement Date until the Expiration Date, including, but not limited to all charges for water, sewer, gas, steam, electricity (or other illumination), telephone and all other utilities and services used or consumed on the Premises and for all licenses and permits that were recorded or required prior to Tenant's occupancy shall be the responsibility of the Landlord.

SECTION 10. MAINTENANCE AND REPAIRS:
Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the infrastructure of portions of the Premises, Including, but not limited to; the plumbing, and electrical systems that are installed or furnished by the Landlord in the Premises, unless issues to the maintenance and repairs are caused by the gross negligence, or the intentional or willful act of the Tenant, its agents, servants, 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 Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Premises; including, but not plumbing, electrical; 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 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 fixtures and equipment in the Premises, 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 Premises, 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 Premises, which the Tenant reasonably believes is necessary to timely and properly operate its business functions,

and/or which present a reasonable concern for safety for 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 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 Premises as a result of performing any such work. The Landlord shall be liable to Tenant for any injury or interference with Tenant's business arising from the failure of the Landlord to timely and properly make any repairs, alterations, improvements in or to any portion of the Premises.

In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall 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-working 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.

The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, maintaining in a safe, clean, and neat condition, and otherwise in good order and repair (note, electrical and plumbing fixtures are not included). Further, the Tenant shall pay for the cost of any repairs to the Premises 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.

SECTION 11. LANDLORD'S ACCESS: Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours, and with forty-eight (48) hours' prior written notice, except in the event of emergency, and without materially interfering with the conduct of Tenant's use of the Premises, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit the Premises, and to put or keep thereof a notice "for rent", "for lease" or "available" at any time within one (1) month before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's activities.

SECTION 12. ACCEPTANCE OF PREMISES AND REPAIR:
The Tenant acknowledges and agrees that, the Landlord has no present or future intention to make any capital or non-capital alterations, renovations or improvements to the Premises. Tenant agrees to maintain the Premises in the same condition, order and repair as they are at the Commencement Date, excepting only reasonable wear and tear arising from the use thereof under this Lease. If damage occurs to the Premises, the Tenant will notify the Tenant of such damage in writing, including the anticipate cost to repair such damage.

SECTION 13. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant agrees that any and all work that may be performed on the Premises by the Tenant, and/or its agent or contractor in the Premises will be performed in a workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Such general contractor, not an employee of the Tenant, must be approved by Landlord in writing prior to the commencement of any work in the Premises. Tenant shall be responsible for any construction defects in connection with its improvements. Tenant's work shall be performed with minimal interference and disruption to Landlord, and any neighboring property owners and tenants.

SECTION 14. HOLD HARMLESS: To the fullest extent permitted by law, the Landlord hereby agrees to indemnify, hold harmless, and defend the Tenant, its employees, agents, contractors, licensees, and invitees from and against any and all claims, actions, damages, liabilities, and expenses, including, but not limited to, judgments, settlement payments, fines paid, incurred or suffered by the Tenant in connection with any loss of life, personal injury and/or damage to property, arising from, or out of, the occupancy or use by the Tenant of the Premises, as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees.

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

SECTION 15. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages and acceleration). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless: (i) all defaults of Tenant shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally merchandise, stock, promote, staff and operate the Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract; and (iii) the assumption and, if applicable, the assignment of this Lease, has been ratified and approved by order of such court or courts as have final jurisdiction over the bankruptcy code and the case. No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), and (iii) of the preceding sentence and any such assignment, shall, without limitation, be subject to the provisions of this Section. When pursuant to the bankruptcy code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Rent, and other charges specified herein to be payable by Tenant.

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

SECTION 16. ACCORD AND SATISFACTION: Unless otherwise agreed to in this Lease, no payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, or shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant, unless the Tenant is authorized to do so in accordance with this Lease.

SECTION 17. USE AND RETURN OF SECURITY DEPOSIT: In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease, then Landlord at its option may, appropriate and apply said entire "Security Deposit", if any, which shall in no way limit damages otherwise available to Landlord, or so much thereof as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. If Landlord uses, applies, or retains all or any portion of the Security Deposit, upon written notice, Tenant immediately shall restore the Security Deposit to its original amount. Landlord shall have the same rights and remedies for the non-payment by Tenant of any amounts due on account of the Security Deposit as Landlord has hereunder for the failure of Tenant to pay Rent. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full, without interest, to Tenant promptly after the end of the Term, provided the Premises is returned to Landlord in good condition, with all fixtures remaining, reasonable wear and tear excepted. Tenant acknowledges that, except where required by law, Landlord shall (i) not be required to keep the deposit separate from its own funds, and may commingle the Security Deposit with its own funds; and (ii) have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent, and then to the other charges due to Landlord for all periods prior to the filing of such proceedings.

SECTION 18. BINDING TERMS: This contract shall bind Landlord and Tenant and their respective assigns or successors, heirs, assigns, personal representatives, or successors, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment.

SECTION 19. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

SECTION 20. NOTICE: All notices should be in writing and delivered to the present notice mailing address of each party as listed in the Preamble. Further, for the Tenant, a copy of any such notice shall be sent to the County Attorney's Office, Miami-Dade County, 111 N.W. 1st Street, 28th Floor, Miami, Florida 33128. It is understood and agreed between the parties hereto that written notice mailed via certified mail, return receipt requested, or sent by overnight courier (such as Federal Express or DHL) and shall be deemed effective upon the date received or refused at the present notice mailing address to which the same were sent. Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that in the case of notice from an attorney such attorney is in fact authorized to act on behalf of such party.

SECTION 21. NUISANCE; WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any neighboring property owner or tenant, or which may adversely affect Landlord's fee interest in the Premises or in the Premises. No loudspeakers, stereos, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense, that it operates in a manner such that any odors, smells or noise emanating from its use of the Premises do not impact or affect neighboring property owners or tenants. Remedial measures shall include, without limitation, installing appropriate ventilation systems and/or insulation to mitigate such odors, smells or noise, as the case may be. Tenant covenants and agrees to prevent the Premises from being used in a way which will injure the reputation of the Landlord or of the Premises, or which may be a nuisance, annoyance, inconvenience, or damage to the neighboring property owners, including, without limiting the generality of the foregoing, noise by the playing of any musical instrument, radio or television, or the use of microphone, loudspeaker, electrical equipment, or other equipment outside the Premises or any other noise or odors (e.g. smoking) from patrons of Tenant.

SECTION 22. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 23. LANDLORD'S REPRESENTATIONS AND COVENANTS: The Landlord represents and covenants to the Tenant the following that:

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

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

(c) Landlord will keep the Premises free and clear of any and all liens on account of any construction, repair, alternation, improvements, and/or taxes. Landlord shall keep any and all mortgage payments current and in good standing

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

SECTION 24. INSURANCE: The Landlord acknowledges that the Tenant is self-insured. As a result, the Tenant is not required to provide any type of certificate of insurance to the Landlord.

SECTION 25. INTENTIONALLY OMITTED:

SECTION 26. HAZARDOUS MATERIALS: Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Premises. The requirements of this section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant's obligations and liabilities under this Section shall survive the termination of this Lease. Since the Leased Premises is located within the boundaries of Miami-Dade County, Florida, the Director of the Miami-Dade County department entitled Regulatory and Economic Resources may also enforce the requirements of this section.

SECTION 27. PARTIES STATUS: Tenant represents that it is a government entity, a political subdivision of the State of Florida, either at the time of the execution of this Lease or thereafter, and such status as a government entity shall be maintained during the Term of this Lease. In the event the Tenant fails to maintain its status as a government entity, the Landlord shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

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

SECTION 28. REPRESENTATIONS/WARRANTIES: If a party executes this Lease as a corporation, limited liability company or a partnership, then the party and the persons executing this Lease on its behalf, represent and warrant that the individuals executing the Lease on its behalf are duly authorized to execute and deliver the Lease on its behalf in accordance with the organizational documents and that this Lease is binding upon it in accordance with its terms. Each party further warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and commencement of this Lease and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as an active corporation, government entity or partnership, as the case may be, at any time, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, the other party may, in addition to any other remedy, terminate this Lease by written notice.

SECTION 29. LANDLORD'S DEFAULT: It shall be an event of default of this Lease by the Landlord if, except as otherwise provided in this Lease, the Landlord fails to observe or perform any of the stipulations, terms, covenants and/or conditions of this Lease to be observed or performed by the Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that it the nature of Landlord's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then the Landlord shall not be deemed in default if the Landlord commenced such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by Landlord, the Tenant may at any time thereafter do any of the following: bring an action for damages; or for injunctive relief; or Specific Performance; if relating to maintenance and/or repairs, then undertake such maintenance and/or repairs and deduct the amount of such work (including materials labor, and overhead) from any Rent due to the Landlord; and/or pursue any other remedy available to the Tenant under this Lease, or at law, or in equity.

SECTION 30. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, or any other lien or liens placed on the property of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord's lender, Tenant shall execute a subordination, non-disturbance and attornment agreement ("**SNDA**") on Lender's form within thirty (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant.

SECTION 31. FINANCING AGREEMENTS: Tenant shall not enter into, execute or deliver any financing agreement that can be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or places in the future, upon the Premises.

SECTION 32. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as allowed by law, within five (5) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such ten (10) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within ten (10) days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred, including reasonable attorneys' fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise

indemnify and save Landlord harmless from any claim or damage resulting therefrom. Subject to the limitations of Florida Statue 768.28.

SECTION 33. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION): If the entire Premises is totally destroyed, as determined by the Tenant, as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), Landlord may, at its sole option, terminate this Lease by giving Tenant thirty (30) days' written notice, and Landlord shall have no obligation to rebuild. If not terminated, Landlord shall have the right to render the Premises tenantable by repairs within ninety (90) days of such Casualty Event, and during such time the Tenant's responsibility to pay Rent, including any Additional Rent, is suspended. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury to the business of Tenant, resulting from delays in repairing the damage. If the Premises is not rendered tenantable within said time, either party hereto may cancel this Lease by written notice, effective upon the receipt of such notice.

If this Lease is terminated as provided in this Section 33, all of Tenant's obligations under this Lease shall cease, effective from the date of casualty. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premises after the occurrence of an event that does not totally destroy the Premises, the Tenant shall be obligated to pay Rent and in proportion to the square footage of the Premises and/or the number of parking spaces which remains tenantable and utilized by the Tenant, and the, shall be reduced in proportion to number of parking spaces of the Premises not utilized by the Tenant. All construction and/or repairs by Landlord shall be made in a manner consistent with and in accordance with all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with facilities and amenities comparable to such structure being replaced.
In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding (a "Taking") whereby the same is rendered untenantable, the parties hereto shall have the right to terminate this Lease without further liability on the part of Landlord or Tenant as of the date of the Taking, by providing thirty (30) days written notice from the date of such Taking. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premise after a Taking, Tenant shall be obligated to pay Rent in proportion to the number of parking spaces which remains tenantable after a Taking, and Rent and Operating Expenses shall be reduced in proportion to the square footage of the Premises rendered untenantable. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong solely to Landlord and Tenant, as their rights may appear, and the Tenant hereby waives any right to make any additional claim against the Landlord.

SECTION 34. INTENTIONALLY OMITTED:

SECTION 35. OPERATION OF PREMISES: Tenant covenants that it will (a) continuously operate one hundred percent (100%) of the Premises during the entire Term of this Lease and (b) utilize the parking spaces at all times in a manner conducive to the high reputation of a county facility. For the purpose of clarification, Tenant shall not abandon the Premises, irrespective of the payment of Rent, during the Term of the Lease or any extension thereof. In the event of abandonment, meaning the Tenant has not occupied the Premises for a period of more than sixty (60) days, except in the case of a casualty event, or damage or destruction of the Premises, the Landlord shall have the right to terminate this Lease and bring an action to recapture the Premises.

SECTION 36. INTENTIONALLY OMITTED:

SECTION 37. RETURN OF PREMISES: If the Expiration Date occurs on a weekend day or a federal or county holiday, the Premises shall be returned to the Landlord in accordance with this Section 37 no later than 5:00 p.m. on the business day after such weekend day or federal or county holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition subject to reasonable wear and tear, damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or after ninety (90) days to sell at public or private sale, with notice, any or all of the property not so removed by Tenant and to apply the net proceeds of such sale to the payment of any sum due hereunder. Landlord, at its sole option, may require Tenant, at Tenant's sole cost and expense, to place the Premises back to the original condition as delivered to Tenant on the Commencement Date.

SECTION 38. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease memorializes the entire agreement between the parties hereto and all prior negotiations. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Premises or any building of which the Premises are a part are not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 39. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the term of the lease.

SECTION 40. RULES AND REGULATIONS AND TENANT OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with reasonable non-discriminatory Rules and Regulations for the Premises, including but not limited to the following:

a) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, or advertising on, in, or about the Premises other than as specifically permitted by Section 47 below.

b) Tenant shall not conduct any auction, fire, bankruptcy, selling-out, or closing-out sale on or about the Premises.

c) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises and shall immediately process units claim.

Tenant agrees that Landlord may from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt additional reasonable rules and regulations applicable to the Premises, so long as such rules and regulations do not conflict with the terms, covenants, and conditions of this Lease. Notice of changes to any such rules and regulations, including amendments and supplements thereto, if any, shall be given to Tenant in advance of them being implemented.

SECTION 41. LANDLORD'S RIGHTS: Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days of written notice from Tenant, or such additional time as is reasonably required to correct any such default after written notice by Tenant properly specifying wherein Landlord has failed to perform such obligation.

SECTION 42. INTENTIONALLY OMITTED:

SECTION 43. INDEPENDENT COVENANT: Each and every Rent obligation Tenant is obligated for under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under the Lease.

SECTION 44. CLEANLINESS: Tenant shall initially clean the premises. Thereafter the Landlord shall maintain the Premises, in a neat and clean condition, and shall keep sidewalks adjoining the Premises clean and free from rubbish, and shall store all trash and garbage within the Premises and shall arrange for the regular pick up of trash and garbage. The cost and expenses associated with the Landlord's efforts to maintain the Premises in a neat and clean condition shall be borne by the Tenant, which cost and expense is incorporated into the Rent paid by the Tenant. The Tenant shall not permit rubbish, refuse, or garbage to accumulate within the Premises, or cause fire hazards to exist in the Premises.

SECTION 45. INTENTIONALLY OMITTED:

SECTION 46. INTENTIONALLY OMITTED:

SECTION 47. SIGNAGE/ADVERTISING: Tenant is responsible for installing its own signage. Tenant covenants that any and all signs shall be maintained in good condition and repair at all times. The sign criteria for the Premises shall be as follows:

a) All signs must comply with local zoning and building department ordinances, codes and regulations. Landlord reserves the right to review all signs and must provide written approval of all shop drawings prior to submission for permit applications.

b) The following signs are prohibited:

(1) flashing lights or animated signs, (2) audible devices and temperature signs, (3) all styrofoam, plastic, foam and wood signs, (4) all paper signs and banners of any kind (unless professionally prepared)., and (7) balloons, sandwich boards, sidewalk signs, portable signage, signs, characters or mascots, and the like.

All signs are to be constructed at Tenant's sole cost and expense and installed only with proper permits and approvals by licensed contractors, which signs shall be deemed a fixture to the Premises. Tenant may not penetrate the building or façade in order to install signs

SECTION 48. INTENTIONALLY OMITTED:

SECTION 49. NON-WAIVER PROVISION: Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

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

SECTION 50. OPTION TO RENEW: If Options to Renew are included in the Preamble hereof, then this Lease may be extended for such option periods on the same terms and conditions set forth herein. Tenant shall have the option to extend the Term of this Lease month to month through December 31, 2016, by providing written notice to the Landlord at the end of the initial Term, and any renewal option period. Tenant may only exercise the Options to Renew (the "Extended Term") if there exists no material defaults beyond any applicable notice and cure periods. Subject to the conditions set forth herein, the Term of the Lease will be extended, and the Option will be deemed to be exercised, without the requirement of a further act, lease or agreement by either party, unless Tenant shall give Landlord written notice of termination thirty (30) full calendar months prior to the end of the Term or Extended Term as the case may be.

SECTION 51. INTENTIONALLY OMITTED:

SECTION 52. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local taxing authorities and other governmental agencies, throughout the Term of this Lease and any renewal thereof, all personal property taxes if any THE MONTHLY RENT DOES NOT INCLUDE STATE OF FLORIDA SALES TAX (WHICH IS CURRENTLY ESTABLISHED AT SEVEN (7%) PERCENT FOR MIAMI-DADE COUNTY, OF RENT AND ADDITIONAL RENT), WHICH IS NOT TO BE PAID MONTHLY ALONG WITH LESSEE'S BY THE TENANT BECAUSE OF ITS GOVERNMENTAL STATUS.

SECTION 53. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, in the event it is prevented from so performing by strike, lockout, breakdown, accident, act of God, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control.

SECTION 54. ADA/HANDICAPPED; CODE UPGRADES: Tenant agrees, at its sole expense, to comply promptly with all current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over the Premises, including any ordinances or requirements for handicapped access to of the Premises. Tenant shall be responsible for upgrading the Premises for any code upgrades that may be enacted in the future. With regards to the physical structure of the Premises, Tenant will comply with all requirements to make necessary modifications that are readily achievable within the confines of the Premises. However, the Landlord hereby acknowledges and agrees as of the Commencement Date the Premises fully complies with the terms and conditions of Section 553.501 et seq. of the Florida Statutes, and the Americans with Disabilities Act ("ADA"), along with any and all amendments thereto, and in the future, shall, to the greatest extent possible, notify the Tenant of any need or requirement to bring the physical components of the Premises into compliance with the aforementioned laws.

SECTION 55. INTENTIONALLY OMITTED:

SECTION 56. INTENTIONALLY OMITTED:

SECTION 57. SECURITY: Tenant acknowledges that Tenant assumes all responsibility and liability for the security for its own employees, agents, and guest within the Premises. Tenant, at its option, may enlist its own security personnel and/or install its own security devices on the Premises.

SECTION 58. EARLY TERMINATION BY TENANT: Separate and apart from any other rights granted to the Tenant to cancel or otherwise terminate this Lease, the Tenant shall have the right, at any time, without cause, to terminate this Lease by giving the Landlord at least thirty (30) days' advanced written notice of such cancellation. Upon such cancellation, this Lease shall terminate as though the expiration date were the date originally fixed as the end of the term of this Lease.

SECTION 59. HOLDOVER: If Tenant remains in the Premises for any time period beyond the expiration of this Lease (which shall include Tenant's failure to deliver the premises to the Landlord), such holding over shall be without right and shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only and Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to the Rent, as charged for the month preceding the expiration of this Lease, as compensation for such holdover (regardless of the length of Tenant's unauthorized holdover) as well as Tenant indemnifying Landlord against any cost, liability or loss associated with such holdover including, without limitation, any claims made by any succeeding occupant or tenant based on such delay resulting from the holdover, Subject to the limitations of Florida Statue 768.28.. This payment shall not constitute Rent for such holdover period, but shall reimburse Landlord for the damages it suffers on account of such holdover. The parties hereto agree that in the event of a holdover, Landlord's damages will be difficult to ascertain and that Tenant specifically agrees that the aforementioned payment shall constitute appropriate compensation for such losses.

SECTION 60. MANAGING AGENT: Landlord may act and carry out all of its rights and obligations under this Lease through a managing agent. Such agent will not incur liability for actions taken on behalf of Landlord. The managing agent shall be hired and retained by the Landlord, which the Landlord may change from time-to-time, or such other agent as Landlord may appoint with or without notice to Tenant. Tenant may rely on the apparent authority of the managing agent.

SECTION 61. NO OFFER: THE PRESENTATION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN OFFER WHICH MAY BE ACCEPTED BY TENANT. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND COMMENCEMENT OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HEREWITH.

SECTION 62. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than thirty (30) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon.

SECTION 63. MISCELLANEOUS:

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

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

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

D. LIMITATION OF LIABILITY: The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to said property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Premises and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being

specifically agreed that in no event whatsoever shall Landlord (which term shall include, without limitation, the Indemnified Parties) ever be personally liable for any such liability.

E. RECORDING: This Lease is not in recordable form, and the parties agree not to record or permit the recording of this Lease, except for filing with the Clerk of the Board of County Commissioners, although Landlord and Tenant may reasonably agree upon the form of a recordable memorandum of this Lease, to be recorded on an occasion at or near the time of the Effective Date.

F. CONFIDENTIALITY: The parties hereby acknowledge and agree that the Tenant shall be permitted to disclose any information herein or in connection with Tenant's relationship with Landlord without Landlord's prior written consent.

G. SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

H. LANDLORD-TENANT RELATIONSHIP: Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.

I. PARTIAL INVALIDITY OR UNENFORCEABILITY: The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.

J. BROKERS: Both parties hereby stipulate, acknowledge and agree that neither of them utilized a broker or an agent in the selection, negotiation, and/or for any other reason involving this Lease; and thereby there are no brokerage commissions due under this Lease, or that shall become due upon the renewal or extension of this Lease.

K. GOVERNING LAW: This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.

L. ENTIRE AGREEMENT: This Lease, including all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This Lease cancels, voids and nullifies all prior lease agreements, addendums, written agreements and oral agreements between the parties. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant.

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

N. CALENDAR DAYS: Any mention in this Lease of a period of days for performance, unless otherwise described in this Lease, shall mean calendar days.

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

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

WITNESSED BY:

As to Landlord:

Print: Sonia DiGENOVA

Print: JOEL PEREZ

As to Landlord:

Print: Sonia DiGENOVA

Print: JOEL PEREZ

LANDLORD:

MIAMI RIVER HOUSE II ASSOCIATES, LTD

By: By LAURIS BOULIAN GEN MANAGER

MIAMI RIVER HOUSE III ASSOCIATES, LTD

By: BY LAURIS BOULIAN GEN MANAGER

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

BY: _____
Deputy Clerk

TENANT:

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF COUNTY COMMISSIONER

By: _____
Carlos A. Gimenez
Title: County Mayor

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

EXHIBIT A

PREMISES

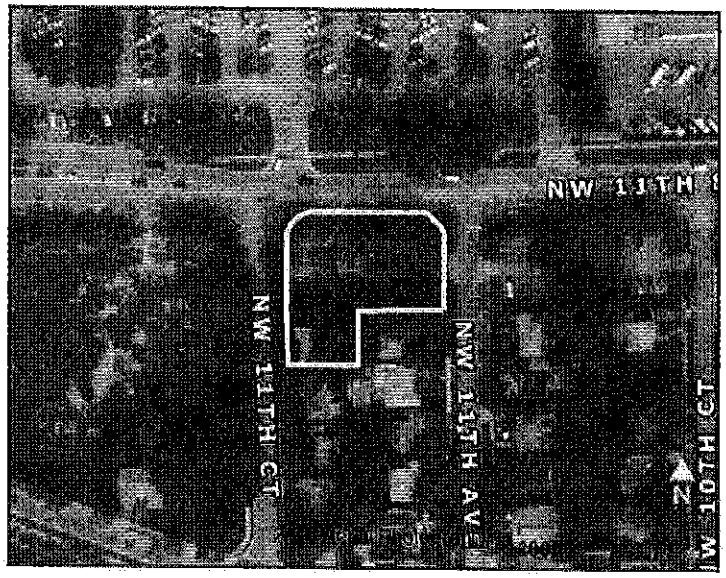
[SEE ATTACHED]

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/28/2015

Property Information	
Folio:	01-3135-026-0200
Property Address:	1035 NW 11 CT
Owner	MIAMI RIVER HOUSE II ASSOC LTD
Mailing Address	1986 NE 149 ST NO MIAMI , FL 33181-1164
Primary Zone	6101 CEN-PEDESTRIAN ORIENTATIO
Primary Land Use	1713 OFFICE BUILDING - ONE STORY : OFFICE BUILDING
Beds / Baths / Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1,558 Sq.Ft
Lot Size	21,292 Sq.Ft
Year Built	1940



Assessment Information			
Year	2015	2014	2013
Land Value	$638,760	$553,592	$553,592
Building Value	$71,723	$69,066	$69,066
XF Value	$20,265	$20,325	$20,385
Market Value	$730,748	$642,983	$643,043
Assessed Value	$707,281	$642,983	$643,043

Benefits Information				
Benefit	Type	2015	2014	2013
Non-Homestead Cap	Assessment Reduction	$23,467		

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

Short Legal Description
COUNTRY CLUB ADD PB 8-72 LOTS 17-E & 18-E & 19-E & 20-E & 21-E LOT SIZE IRREGULAR COC 23035-1039 01 2005 6

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	$0	$0	$0
Taxable Value	$707,281	$642,983	$643,043
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$730,748	$642,983	$643,043
City			
Exemption Value	$0	$0	$0
Taxable Value	$707,281	$642,983	$643,043
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$707,281	$642,983	$643,043

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/01/2005	$1,875,800	23035-1039	Qual on DOS, but significant phy change since time of transfer
08/01/1994	$1,800,000	16491-0680	Qual by verifiable & documented evidence
10/01/1993	$0	16095-0013	Qual by exam of deed
01/01/1978	$3,660,300	09919-1083	Qual by exam of deed

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

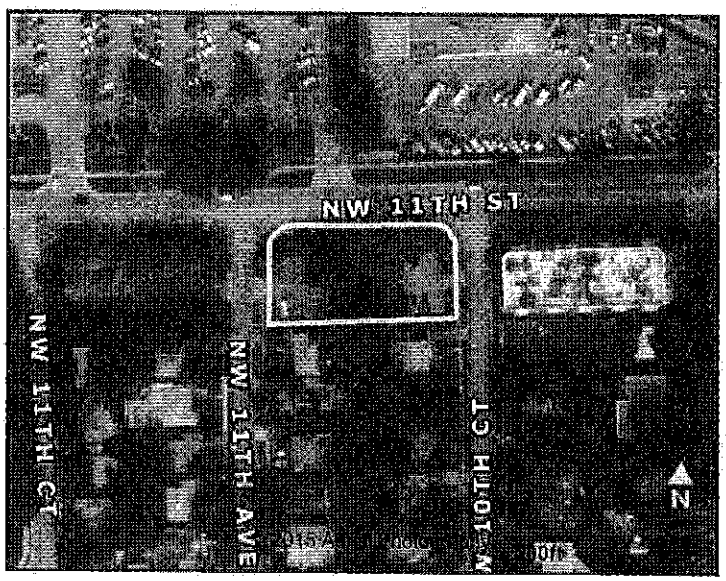
Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/28/2015

Property Information	
Folio:	01-3135-026-0080
Property Address:	1080 NW 11 ST
Owner	MIAMI RIVER HOUSE III ASSOC LTD
Mailing Address	1986 NE 149 ST NO MIAMI , FL 33181-1164
Primary Zone	6101 CEN-PEDESTRIAN ORIENTATIO
Primary Land Use	2865 PARKING LOT/MOBILE HOME PARK : PARKING LOT
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	20,064 Sq.Ft
Year Built	0



Assessment Information			
Year	2015	2014	2013
Land Value	$601,920	$521,664	$521,664
Building Value	$0	$0	$0
XF Value	$18,000	$18,300	$18,600
Market Value	$619,920	$539,964	$540,264
Assessed Value	$593,960	$539,964	$540,264

Benefits Information				
Benefit	Type	2015	2014	2013
Non-Homestead Cap	Assessment Reduction	$25,960		

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

Short Legal Description
COUNTRY CLUB ADD PB 8-72 LOTS 1E-2E-49S & 50S LOT SIZE 20064 SQ FT COC 23035-1041 01 2005 6

Taxable Value Information	2015	2014	2013
County			
Exemption Value	$0	$0	$0
Taxable Value	$593,960	$539,964	$540,264
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$619,920	$539,964	$540,264
City			
Exemption Value	$0	$0	$0
Taxable Value	$593,960	$539,964	$540,264
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$593,960	$539,964	$540,264

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/01/2005	$1,841,900	23035-1041	Qual on DOS, but significant phy change since time of transfer
08/01/1994	$1,800,000	16491-0680	Qual by verifiable & documented evidence
10/01/1993	$0	16095-0013	Qual by exam of deed
01/01/1978	$3,660,300	09919-1083	Qual by exam of deed

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Version:

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