

Memorandum



Date: December 6, 2011
To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
From: Alina T. Hodak
County Manager *Alina T. Hodak*
Subject: Lease Agreement with Coral Reef Center, LTD., a Florida Limited Partnership for
Property Located at 15433 S.W. 137 Avenue, Miami, for the Miami-Dade County Public
Library system
Property # 30-5926-007-0020

Agenda Item No. 8(F)(5)

Resolution R-1046-11

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement for property located at 15433 S.W. 137 Avenue, Miami, with Coral Reef Center, LTD., a Florida Limited Partnership, for space to be occupied by the Miami-Dade County Public Library System. The attached Lease Agreement was prepared by General Services Administration at the request of the Miami-Dade County Public Library System.

PROPERTY: 15433 S.W. 137 Avenue, Miami

COMMISSION DISTRICT: 9

COMMISSION DISTRICTS IMPACTED: Countywide

OWNER: Coral Reef Center, LTD
a Florida Limited Partnership

COMPANY PRINCIPALS: Grec Commercial Ventures, its general partner
Agustin Herran, President, Treasurer, Director
James Dorsy, Vice President, Treasurer, Director

OWNER'S TRACT RECORD: The County has no record of negative performance issues with Coral Reef Center, LTD., a Florida Limited Partnership.

USE: 1,103 square feet of store-front space together with off-street parking.

JUSTIFICATION: The Miami-Dade County Public Library System has a need to continue utilizing this facility for its Country Walk Branch Library. The program has been operating from this site since June 29, 2001.

LEASE TERM: Five years with one additional five-year renewal option period.

EFFECTIVE DATES:

Commencing upon approval by the Miami-Dade Board of County Commissioners approving this lease agreement and terminating five years thereafter.

RENTAL RATE:

The annual rent for the first year of the initial lease term was reduced from the current rate of \$25,522.56, which is equal to \$23.14 per square foot on an annual basis to \$24,266.00, which is equal to \$22.00 per square foot on an annual basis. The annual rent for the second through the fifth lease year and any renewal thereof shall be subject to annual Consumer Price Index (CPI) increase in accordance with article XVIII of the lease agreement, but in no event shall the annual increase be less than three percent (3%) or exceed four percent (4%). The Tenant shall also be responsible for its pro-rated share of the building's Common Area Maintenance (CAM), which was reduced from the current rate of \$8.66 to \$7.61 per square foot on an annual basis, payable as additional rent.

FISCAL IMPACT:

The total fiscal impact for the first lease year is estimated to be \$37,757.52, which is \$2,464.98 less than the current lease. This expense has been budgeted in the Miami-Dade Public Library System's operating budget. The funding source is Library Taxing District Funds under Index Code: LBOPERBR, Sub-object Code 25511.

First Year Occupancy Cost:

	<u>Total Dollars</u>	<u>PSF</u>
<u>Annual Base Rent:</u>	\$ 24,266.00	\$22.00

Direct Expense:

Janitorial	\$ 1,378.75	\$ 1.25
Water	\$ 661.80	\$.60
Security alarm	\$ 432.00	\$.39
Electricity	\$ 1,654.50	\$ 1.50
Pass Through Expenses	<u>\$ 8,393.83</u>	<u>\$ 7.61</u>
	\$ 36,786.88	\$33.35

Indirect Expense:

Lease Management Fee (4%)	<u>\$ 970.64</u>
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**Total Cost to the County,
 first year:**

\$ 37,757.52

The total fiscal impact to the County for the five-year term and five-year renewal period is estimated to be \$422,825.19.

LEASE CONDITIONS:

The Landlord is responsible for roof and roof leaks, water, common areas, parking lot and the structure of the building. The tenant is responsible for electricity, water, waste disposal, janitorial, custodial and security services. The tenant is also responsible for its prorated share of the building's Common Area Maintenance (CAM), which was reduced from the current rate of \$8.66 to \$7.61 per square foot on an annual basis.

CANCELLATION PROVISION:

The County may cancel this Lease Agreement at anytime and for any reason by giving Landlord at least one-hundred twenty (120) days' prior written notice.

CURRENT LEASE:

The current Lease Agreement was approved by the Board on June 19, 2001 by Resolution No. R-685-01. It is for a five year term with one additional five-year renewal option period. Although the lease expires June 18, 2011, the lease contains a holdover provision which allows the department to remain on the property until a new lease agreement is approved.

**OTHERS PROPERTIES
EVALUATED:**

13205 S.W. 137 Avenue, Miami – \$22.00 per square foot, for a triple net lease plus operating expenses estimated at \$7.00 per square foot, inclusive of common area, Real Estate Taxes, Public Liability Insurance, maintenance, landscaping services, property management staff, moving expenses, data and telephones.

17636 S.W. 137 Avenue, Miami – \$25.00 per square foot, for a triple net lease plus common area expenses, estimated at \$7.00 per square foot, as well as moving expenses, data and telephones.

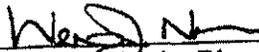
12300 S.W. 127 Avenue, Miami – \$23.00 per square foot, for a triple net lease plus common area expenses, estimated at \$9.00 per square foot, as well as moving expenses, data and telephones.

MONITOR:

Margaret Araujo, Real Estate Officer

DELEGATED AUTHORITY:

Authorizes the County Mayor or County Mayor's designee to execute the lease agreement and exercise the renewal and cancellation provisions.



Wendi J. Norris, Director
General Services Administration



MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: December 6, 2011

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

SUBJECT: Agenda Item No. 8(F)(5)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager'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)(5)
12-6-11

RESOLUTION NO. R-1046-11

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 15433 S.W. 137 AVENUE, MIAMI, WITH CORAL REEF CENTER, LTD., A FLORIDA LIMITED PARTNERSHIP, FOR PREMISES TO BE UTILIZED BY THE MIAMI-DADE COUNTY PUBLIC LIBRARY SYSTEM TO HOUSE ITS COUNTRY WALK BRANCH LIBRARY, WITH TOTAL FISCAL IMPACT TO THE COUNTY NOT TO EXCEED \$422,825.19 FOR THE FIVE YEAR TERM OF THE LEASE AGREEMENT AND THE FIVE-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 approves the Lease Agreement between Miami-Dade County and Coral Reef Center, LTD., a Florida Limited Partnership, for premises to be utilized by the Miami-Dade County Public Library System to house its Country Walk Branch Library, with total fiscal impact to the County not to exceed \$422,825.19 for the five-year term of the Lease Agreement and the five-year renewal option period, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein.

5

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this 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.

JRA

Juliette R. Antoine

LEASE AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2011, by and between CORAL REEF CENTER, LTD., a Florida Limited Partnership, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

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

1,103 rentable square feet of air-conditioned store-front space located at the Coral Reef Center, 15433 S.W. 137 Avenue, Miami, Florida 33176

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years, commencing upon the effective date of the resolution of the Miami-Dade County Board of County Commissioners approving this lease agreement (the "Commencement Date"), and terminating five years thereafter, for and at a total rental of Twenty Four Thousand Two Hundred Sixty Six Dollars and 00/100 (\$24,266.00) for the first lease year, payable in twelve (12) equal monthly installments of Two Thousand Twenty Two Dollars and 17/100 (\$2,022.17), payable in advance on the first day of every month to Coral Reef Center, LTD, 7785 N.W. 146 Street, Miami Lakes, Florida 33016 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual rental for the second year of the initial lease term and every year thereafter shall be adjusted in accordance with Article XVIII, "Rent Adjustment." The October monthly installment rental payment for each year will be processed by the County, after the close of the County's fiscal year for each calendar year.

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

7

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT for the performance of County business as the Country Walk Branch Library by the Library Department and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

ARTICLE III
UTILITIES

TENANT, during the term hereof, shall pay all charges for water, electricity and all other utilities used by TENANT.

ARTICLE IV
MAINTENANCE

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

Plumbing and electrical lines, fixtures, and equipment;
Trash and refuse disposal;
Roof and roof leaks;

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the demised premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 5:00 p.m. the aforementioned maintenance.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after fifteen (15) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in

each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner. TENANT shall be responsible for the interior of the Demised Premises including janitorial and custodial services and other than the above described items.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the demised premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the demised premises) shall be and remain a part of the demised premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed-upon with the LANDLORD for such services.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the demised premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty to the extent the Demised Premises is rendered untenable, either party may cancel this Lease Agreement for its convenience by the giving of thirty (30) days' written notice to the other after the date of destruction. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the

building and demised premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the demised premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the demised premises be untenable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the demised premises which do not render the demised premises untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

ARTICLE VII DISABLED INDIVIDUALS

LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

LANDLORD further warrants that the demised premises and access thereto, including but not limited to restrooms, hallways, entryways to the street, and accessible parking shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. LANDLORD covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within forty-five (45) days of written notice by TENANT of the existence of the same, provided

that, if such violations cannot feasibly be corrected within said forty-five (45) day period, then LANDLORD agrees to commence such repairs within said forty-five (45) day period and to diligently pursue the completion of same within a reasonable period thereafter.

LANDLORD recognizes and agrees that throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the demised premises. LANDLORD agrees that TENANT may at TENANT's expense and subject to LANDLORD's prior reasonable approval, make such changes to the demised premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX
SIGNS

Interior and/or 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.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior written notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed

necessary for the safety, comfort, or preservation thereof of said building or to exhibit said demised premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
PEACEFUL POSSESSION

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

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

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

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

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 gross negligence of the LANDLORD or its employees, agents, servants, partners, principals or subcontractors or resulting from the nonperformance of this AGREEMENT 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 AGREEMENT 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.

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVI
ASSIGNMENT OR SUBLET

TENANT may not assign or sublet this Lease Agreement without prior written consent of the LANDLORD. Any assignment shall not relieve TENANT of its liability under this Lease Agreement.

ARTICLE XVII
SUBORDINATION

TENANT covenants that this Lease Agreement is and at all times shall be subject and subordinate to the lien of any mortgages now existing or which LANDLORD or any subsequent owner of the Demised Premises shall make covering said Demised Premises, or the building of which said Demised Premises are a part, and to any and all advances made or to be made under said mortgage or mortgages and to the interest thereon.

ARTICLE XVIII
RENT ADJUSTMENT

The base rent for the second through the fifth year of the initial Lease term and each subsequent twelve-month period thereafter, shall be computed by multiplying the Annual Base Rent of \$24,266.00 by a fraction whose numerator shall be the Consumer Price Index (CPI) for the month which is two months prior to the end of such twelve-month period and whose denominator shall be the Consumer Price Index (CPI) for the month which is two months prior to the commencement date of the Lease Agreement. For purposes hereof, the Consumer Price Index to be used shall be the National Consumer Price Index for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indexes or data of similar type. The LANDLORD shall notify the TENANT of the adjusted monthly rent, in writing, prior to the respective anniversary date, if such rent adjustment occurs. In no event shall the rent adjustment be less than three percent (3%) per annum or exceed four percent (4%) per annum for the immediately preceding year.

ARTICLE XIX
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT through its County Mayor or the County Mayor's designee is hereby granted the option to extend this Lease Agreement for one (1) additional five year (5) year renewal period upon the same terms and conditions, except that the rental rate shall be adjusted each as per Consumer Price Index (CPI) in accordance with article XVIII, "Rent Adjustment" of the Lease Agreement by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease Agreement or any extension thereof. In no event shall the rent adjustment be less than three percent (3%) per annum or exceed four percent (4%) per annum for the immediately preceding year.

ARTICLE XX
CANCELLATION

TENANT, through its County Mayor or the County Mayor's designee, shall have the right to cancel this Lease Agreement at any time and for any reason by giving LANDLORD at least one-hundred twenty (120) days written notice prior to its effective date.

ARTICLE XXI
COMMON AREA EXPENSES

The TENANT agrees to pay as additional rent its proportionate share of Common Area Maintenance (CAM), estimated at \$7.61 per square foot on an annual basis, which shall include but not be limited to, real estate taxes, insurance, parking lot maintenance, outdoor lighting and trash removal. Any increases in common area expenses will be based on actual costs. The annual determination of "Common Area Expenses" shall be made by LANDLORD and a certified public accountant selected by LANDLORD. The certification by the public accountant shall verify that the amounts included in the calculation of Operating Expenses were actually incurred by the LANDLORD and were based on costs that were allowable under the terms of this Lease Agreement. TENANT may review the books and

records supporting such determination in the office of LANDLORD, or LANDLORD's agent, during normal business hours, upon giving LANDLORD five (5) days advance written notice within sixty (60) days after receipt of such determination, but in no event more often than once in any one year period. Prior to the actual determination thereof for a lease year, LANDLORD may from time to time estimate TENANT's liability for "Common Area Expenses" for the lease year or portion thereof. LANDLORD will notify TENANT in writing of the amount of such estimate and TENANT agrees to pay any increase of its monthly installments of rent due as "Additional Rent" in the amount of such estimate. LANDLORD's failure to timely provide to TENANT its annual determination of Operating Expenses within 120 days following the close of a calendar year shall constitute a waiver and/or forfeiture of LANDLORD's right to Additional Rent for the calendar year at issue.

ARTICLE XXII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

TENANT:

General Services Administration
Real Estate Development Division
Real Estate Section
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:

Coral Reef Center, LTD
C/O Horizon Properties
7785 N.W. 146 Street
Miami Lakes, FL 33016

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XXIII

ENVIRONMENTAL QUALITY

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

A. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any buildout, changes, or repairs by LANDLORD involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by the LANDLORD and the original test results shall be furnished to the TENANT.

B. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings, and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

**ARTICLE XXIV
WAIVER OF LANDLORD'S LIEN**

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

**ARTICLE XXV
FORCE MAJEURE**

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed

in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXVI
LANDLORD'S DEFAULT

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

ARTICLE XXVII
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT's rights hereunder, unless expressly stated in

such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXVIII
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be

exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXIX
GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in Miami-Dade County.

ARTICLE XXX
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred 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.

ARTICLE XXXI
WRITTEN AGREEMENT

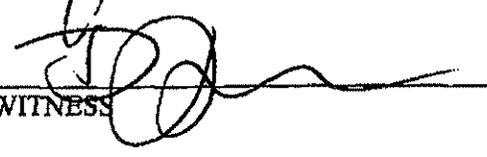
This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

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

(CORPORATE SEAL)



WITNESS



WITNESS

CORAL REEF CENTER, LTD.
a Florida Limited Partnership

By: 

James Dorsy, Partner

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

(TENANT)

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