

# MEMORANDUM

Agenda Item No. 8(F)(2)

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**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** March 7, 2023

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

**SUBJECT:** Resolution authorizing execution of a Lease Agreement between Coral Reef Center, LTD., a Florida Limited Partnership, as Landlord and Miami-Dade County, as Tenant, for premises located at 15433 SW 137 Avenue, Miami, to be utilized by the Miami-Dade County Public Library System for the Country Walk Branch Library, with a total fiscal impact to the County estimated to be \$334,889.10 for the five year term of the lease agreement; and authorizing the County Mayor to take all actions necessary to execute the lease and exercise any and all other rights conferred therein

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The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.




\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/gh

MDC001

**Date:** March 7, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Lease Agreement between Coral Reef Center, LTD., a Florida Limited Partnership and Miami-Dade County for the Miami-Dade County Public (Country Walk) Library System for Property Located at 15433 SW 137 Avenue, Miami, Florida 33177  
Lease No. 30-5926-007-0020-L02

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### Summary

This item is for the approval of a Lease Agreement (Lease) between Coral Reef Center, LTD., ("Landlord"), and Miami-Dade County (County), for the lease of approximately 1,103 rentable square feet of air-conditioned space, together with parking in common with other tenants, to be utilized by the Miami-Dade Public Library System (MDPLS) as its Country Walk Branch Library. MDPLS has been operating at this location since 2001, which is located at 15433 SW 137 Avenue, Miami, Florida (Premises). The proposed Lease will be for the five-year term, with no renewal option. The projected fiscal impact to the County for the first year is estimated to be \$66,977.82, as detailed in the Fiscal Impact Section below. The Landlord is responsible for the roof, common areas, parking lot and the structure of the building. The current Lease Agreement expired on December 6, 2021, and the MDPLS occupies the Premises in holdover status at a rate of 100 percent of the rent in place prior to the expiration of the Lease Agreement. The annual rent for the second through the fifth year, will be subject to an annual increase no less than three percent each anniversary, not to exceed six percent subject to the annual Consumer Price Index (CPI) increase in accordance with Article XVIII of the Lease Agreement.

### Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease Agreement (Lease) between Coral Reef Center, LTD., a Florida Limited Partnership, and the County, for the use of property located at 15433 SW 137 Avenue, Miami, Florida. MDPLS has been utilizing this location as the Country Walk Library since 2001. More specifically, the resolution does the following:

- Authorizes the lease of approximately 1,103 rentable square feet of air-conditioned space, located at 15433 SW 137 Avenue, Miami, Florida, together with on-site parking in common with other tenants; and
- Authorizes a lease term of five years.

### Scope

The Premises is located in Commission District 9, which is represented by Commissioner Kionne L. McGhee. Written notice of the Lease was provided to the District Commissioner.

### Fiscal Impact/Funding Source

The fiscal impact to the County for the first year of the Lease is estimated to be \$66,977.82, which is comprised of both the costs to the landlord for renting the space as well as our direct costs for occupying the premises. The portion to the landlord includes base rent in the amount of \$35,296, which is approximately \$32 per square foot, CAM fees that are estimated at \$8,548.28 or approximately \$7.75 per square foot, and real estate fees estimated to be \$1,764.80 annually. The estimated amount referenced above also includes the direct costs for occupying the space, which are estimated to be \$2,085.32 for electricity, \$834.84 for water and \$18,448.58 for janitorial services. The total fiscal impact to the County for the five-year term is estimated to be \$334,889.10.

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

13707-13789 SW 152 Street, Miami, Florida - \$38.00 per square foot on annual basis. Tenant is responsible for its proportional share of all operating expenses.

12300-12498 SW 127 Avenue Miami, Florida - \$35.00 per square foot on annual basis. Tenant is responsible for its proportional share of all operating expenses.

Additionally, ISD conducted a search of available County-owned properties that could serve as an alternate location, but no appropriate sites were identified. MDPLS and ISD will continue to seek County-owned properties or other projects to replace remaining commercial leases that serve as library locations.

**Track Record/Monitor**

The findings of the due diligence process under Implementing Order 8-4 showed that the Landlord has not been issued any civil violation notices for violating the County's code. Renée Forbes-Williams, of ISD will be responsible for the monitoring of the Lease, and Jesus Sanchez from the MDPLS will manage the Premises.


**Delegated Authority**

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

**Background**

MDPLS has been providing library services from this location since 2001. The current Lease Agreement was approved by the Board through Resolution No. R-1046-11, for a term of five years with a five-year renewal option, and the Lease Agreement expired on December 6, 2021. Currently, the Country Walk Branch Library is operating on a month-to-month basis under the holdover provision of the Lease Agreement. The current holdover base rate of \$27,642.24 annually, (\$2,303.52 monthly) is equivalent to 100 percent of the monthly rent in effect prior to the expiration of the Lease Agreement. Negotiations for renewal of the Lease were extended due to unforeseen and unavoidable circumstances from the COVID-19 pandemic, inadequate staffing levels within ISD, Real Estate Development Division, and the County's desire to obtain a longer lease term for MDPLS. The library personnel also had an interest in relocating to a larger space. However, after an extensive search for a new location, a decision was made to enter into a new lease with the Landlord. The final negotiated annual base rent is \$35,296 annually, (\$2,941.33 monthly).

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

  
Edward Marquez  
Chief Financial Officer



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** March 7, 2023

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

**SUBJECT:** Agenda Item No. 8(F)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(2)  
3-7-23

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

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN CORAL REEF CENTER, LTD., A FLORIDA LIMITED PARTNERSHIP, AS LANDLORD AND MIAMI-DADE COUNTY, AS TENANT, FOR PREMISES LOCATED AT 15433 SW 137 AVENUE, MIAMI, TO BE UTILIZED BY THE MIAMI-DADE COUNTY PUBLIC LIBRARY SYSTEM FOR THE COUNTRY WALK BRANCH LIBRARY, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$334,889.10 FOR THE FIVE YEAR TERM OF THE LEASE AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EXECUTE THE LEASE AND 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; and

**WHEREAS**, Coral Reef Center, LTD, A Florida Limited Partnership ("Landlord") owns the premises located at 15433 SW 137 Avenue, Miami, Florida; and

**WHEREAS**, the County desires to lease the premises located at 15433 SW 137 Avenue, Miami, Florida, consisting of approximately 1,103 rentable square feet, to be utilized by the Miami-Dade Public Library System, with a total cost estimated to be \$334,889.10 for a term of five years; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby incorporates the foregoing recitals and approves the Lease Agreement between the County and Coral Reef Center, LTD., a Florida Limited Partnership, for the premises located at 15433 SW 137 Avenue, Miami Florida (Folio No: 3059260070020), to be utilized by the Miami-Dade Public

Library System, with a total cost estimated to be \$334,889.10, for a five-year term, 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, to exercise any and all other rights conferred therein.

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

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 7<sup>th</sup> day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

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

Approved by County Attorney as  
to form and legal sufficiency.

mjs

Melanie J. Spencer

**LEASE AGREEMENT**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 33177

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years, commencing (the "Commencement Date"), and terminating five years thereafter, for a Base Rent of Thirty Five Thousand Two Hundred Ninty-Six Dollars (\$35,296.00) and a Common Area Maintenance (CAM) as described in Article XX for Eight Thousand Five Hundred Forty Eight Dollars and 28/100 (\$8,548.28) for a Total Rental of Forty Three Thousand Eight Hundred Forty-Four Dollars and 28/100 (\$43,844.28) for the first lease year, payable in twelve (12) equal monthly installments of Three Thousand Six Hundred Fifty Three Dollars and 69/100 (\$3,653.69), payable in advance on the first day of every month to Coral Reef Center, LTD, c/o Horizon Properties 18610 NW 87th Ave Suite 204 Hialeah, Florida 33015 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."

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

**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 (not including fixtures, furniture and equipment which are readily removable without injury to the demised premises) shall remain 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 untenantable, 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 TENANTs 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 TENANTs programs or work force.

**ARTICLE VIII**  
**NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the Demised Premises 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 the 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 a 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; the Demised Premises in as good condition as the Demised Premises was 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 \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 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 increased by three percent (3%) from the immediately preceding year.

**ARTICLE XIX**  
**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 XX**  
**COMMON AREA EXPENSES**

The TENANT agrees to pay as additional rent its proportionate share of Common Area Maintenance (CAM), estimated at \$7.75 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. In no event shall the Common Area Expenses exceed six percent (6%) of the preceding year's common area expenses except, real estate taxes and insurance which should be billed based on the actual cost and based on the November's Country Walk Library

discounted tax rate. 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 XXI**  
**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:

Country Walk Library

MDC015

**TENANTS:**

Internal 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  
18610 NW 87th Avenue  
· Suite 204  
· Hialeah, Florida 33015  
·



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 XXII**  
**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 XXIII**  
**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 XXIV**  
**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 XXV**  
**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 XXVI**  
**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 XXVII**  
**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 XXVIII**  
**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 XXIX**  
**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 XXX**  
**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.

CORAL REEF CENTER, LTD.  
a Florida Limited Partnership

DocuSigned by:  
Agustin Herran  
FD6C2548E5BC486  
By: \_\_\_\_\_  
Agustin Herran  
(LANDLORD) President of GREC GP, Inc., GP

DocuSigned by:  
Gabriel Guerra  
7BD196648C67476  
WITNESS Gabriel Guerra

DocuSigned by:  
Joel Benes  
6DABEEFC98DC48F  
WITNESS Joel Benes

(OFFICIAL SEAL)

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

ATTEST:  
HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
County Mayor or County Mayor's Designee  
(TENANT)

Approved by the County Attorney as to form  
and legal sufficiency,

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