

MEMORANDUM

Agenda Item No. 8(F)(1)

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

DATE: February 21, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.031, Florida Statutes, the terms of and authorizing execution by the County Mayor of a Lease Agreement between Snapper Creek Shopping Center, LTD., a Florida limited partnership and a subsidiary of Snapper Creek Inc., as Landlord, and Miami-Dade County, as Tenant, for premises located at 7142-7146 SW 117 Avenue, in unincorporated Miami-Dade County, to be utilized by the County as a district office for County Commission District 10, for a four-year term, with one, four-year option to renew, having an estimated fiscal impact to the County of \$989,726.43 for the eight year period, including base rent, operating expenses, lease management fees, utilities, maintenance expenses, and tenant improvements; and authorizing the County Mayor to take all actions necessary to exercise all rights conferred in the Lease Agreement and to take all actions necessary to effectuate same

Resolution No. R-116-23

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Anthony Rodríguez.


Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: February 21, 2023

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

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Lease Agreement between Miami-Dade County and Snapper Creek Shopping Center LTD., for Property Located at 7142-7146 SW 117 Avenue, Miami, Florida 33183
Lease No.:30-4925-000-0920-L01

Summary

This item is for the approval of a Lease Agreement ("Lease"), between Snapper Creek Shopping Center LTD (Landlord), a Florida limited partnership and a subsidiary of Snapper Creek Inc., and Miami-Dade County ("County") as tenant, for the lease of approximately 1,920 square feet of air-conditioned office space, together with the right to two reserved parking spaces, and the non-exclusive right to use the common areas with other tenants. The space will be utilized by Miami-Dade County as a district office for Commissioner District 10. The proposed Lease has a four-year term, with one additional four-year option to renew, plus a 90-day rent free period after the Landlord delivers possession of 7142-7146 SW 117 Avenue, Miami, Florida 33183 to the County. The estimated cumulative fiscal impact to the County for the first year of the lease is \$233,782 which includes Tenant improvements estimated at \$138,000. During the initial four-year term of the Lease, the County is responsible for approximately \$473,750.40 (including base rent, reimbursable operating expenses, lease management fees, and Tenant Improvements) and approximately \$64,954.98 for routine HVAC Unit(s) maintenance, janitorial and custodial services, separated metered electricity, pest control, internet, cable, phones, and data. The estimated cumulative fiscal impact to the County for the initial four-year term of the Lease is 538,705.38.

Recommendation

It is recommended that the Board of County Commissioners ("Board") approve the terms of and authorize the execution of the Lease between the County and the Landlord, for the use of property located at 7142-7146 SW 117 Avenue, Miami, Florida 33183 ("Premises"), to be utilized as a district office. More specifically, the resolution does the following:

- Approves the lease of 1,920 square feet of air-conditioned office space, plus two reserved outdoor parking spaces in front of the Premises; and
- Authorizes a lease term of four-years, with one, four-year option to renew.

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

Scope

The Premises is located in Commission District 10, which is represented by Vice Chairman Anthony Rodriguez. Written notice of the Lease was provided to the Vice Chairman.

Fiscal Impact/Funding Source

The fiscal impact to the County for the first year of the lease term is estimated to be \$233,782 which is comprised of: (i) \$51,840 (approximately \$27.00 per square foot) in annual base rent; (ii) lease management fees of approximately \$2,592, equal to five percent of the annual base rent to be paid to the Internal Services Department (ISD) for administration of the lease; (iii) \$25,824 for its estimated pro-rata share of operating expenses reimbursable to the Landlord; (iv) other routine maintenance costs including HVAC Unit(s) maintenance, janitorial and custodial services, separated metered electricity, pest control, internet, cable, phones, and data, the cost of which is estimated not to exceed \$15,526 based upon a flat rate of general consumption; and (v) an estimated \$138,000 to be utilized for Tenant Improvements of the Premises. As part of the negotiation for the lease, the Landlord agreed to a 90-day period after possession is delivered to the County prior to the commencement of rent. The total projected fiscal impact to the County for the initial four-year term of the Lease is estimated to be \$538,705.38, (including base rent, reimbursable operating expenses, lease management fees, Tenant Improvements, HVAC Unit(s) maintenance, janitorial and custodial services, separated metered electricity, pest control, internet, cable, phones, and data).

The Lease includes an annual minimum rental increase of three percent beginning the second year, and each subsequent year thereafter. Should the County choose to exercise the four-year option to renew, the estimated fiscal impact for eight-years of possession of the Premises (to include base rent, reimbursable operating expenses, lease management fees, HVAC Unit(s) maintenance, janitorial and custodial services, separated metered electricity, pest control, internet, cable, phones, and data and Tenant Improvements) is estimated to be \$989,726.43. The funding source is the "G1001 (Chartfield CC01100202) No Grant" classification.

ISD conducted an in-house survey of the comparable rental values in the immediate area to determine the market rental value of similar properties. The findings are provided below.

- 7990 SW 117 Avenue, Miami, Florida - \$32.00 per square foot on an annual basis. Tenant is responsible for paying its proportionate share of utilities, common area expenses, and certain services.
- 9415 Sunset Drive, Miami, Florida - \$28.50 per square foot on an annual basis. Tenant is responsible for paying its proportionate share of utilities, common area expenses, and certain services.
- 7001 SW 97 Ave, Miami, Florida - \$30.00 per square foot on an annual basis. Tenant is responsible for paying its proportionate share of utilities, common area expenses, and certain services.

Track Record/Monitor

The County has identified that the property is encumbered with some minor County liens, which do not exceed any threshold amounts that would prohibit the County from entering this contract with the Landlord. The Landlord is actively working to eliminate the liens in order to become fully compliant.

Cindy Ramos-Leal of ISD will be responsible for the monitoring of the Lease.

As required by Section 2-8.6.5 of the Miami-Dade County Code, the following is the ownership structure of Snapper Creek Shopping Center, Ltd, a subsidiary of Snapper Creek, Inc.:

- The Landlord's principals are Philip Leitman, Lawrence Suchman, and James Zimny, Jr.
- The Landlord's authorized signatory is: Philip Leitman.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease, to take all actions necessary to effectuate the Lease, and to exercise all other rights conferred therein, including but not limited to, the right to exercise the optional renewal term set forth in the Lease and the right to terminate the Lease.

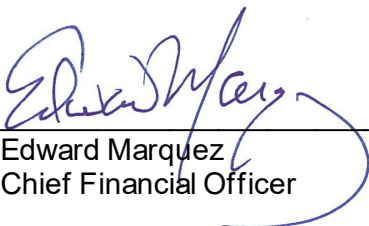
Background

The County is entering into the Lease for the purpose of providing a district office for the District 10 Commissioner, who began his term in November 2022. District 10 is located in the northeastern corner of Miami-Dade County, which encompasses portions of Kendall, Westchester, and Fontainebleau. The district office is necessary in order to serve and respond to the needs of the constituents and the various communities within the district. The Real Estate Development Division of ISD negotiated and drafted the Lease for the Premises on behalf of the District Commissioner's Office.

Pursuant to the terms and conditions of the Lease, the County will have the following rights after 90-days':

- Early termination of the Lease upon 90 days' written notice to the Landlord should Commissioner Rodriguez no longer serve as Commissioner for District 10; and
- The right to terminate the Lease if the Landlord does not deliver possession of the Premises to the Tenant within 90 days of the Effective Date of the Lease.

The County's monthly rental payment obligation shall not commence until 90 days after the Landlord delivers possession of the Premises to Tenant and provides the County a Possession and Commencement Letter. The County may begin Tenant Improvements to the Premises on the date Landlord transfers possession to the County.



Edward Marquez
Chief Financial Officer



MEMORANDUM

(Revised)

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

DATE: February 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(1)

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 Danielle Lane Carr Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
2-21-23

RESOLUTION NO. R-116-23

RESOLUTION APPROVING, PURSUANT TO SECTION 125.031, FLORIDA STATUTES, THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN SNAPPER CREEK SHOPPING CENTER, LTD., A FLORIDA LIMITED PARTNERSHIP AND A SUBSIDIARY OF SNAPPER CREEK INC., AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR PREMISES LOCATED AT 7142-7146 SW 117 AVENUE, IN UNINCORPORATED MIAMI-DADE COUNTY, TO BE UTILIZED BY THE COUNTY AS A DISTRICT OFFICE FOR COUNTY COMMISSION DISTRICT 10, FOR A FOUR-YEAR TERM, WITH ONE, FOUR-YEAR OPTION TO RENEW, HAVING AN ESTIMATED FISCAL IMPACT TO THE COUNTY OF \$989,726.43 FOR THE EIGHT YEAR PERIOD, INCLUDING BASE RENT, OPERATING EXPENSES, LEASE MANAGEMENT FEES, UTILITIES, MAINTENANCE EXPENSES, AND TENANT IMPROVEMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EXERCISE ALL RIGHTS CONFERRED IN THE LEASE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

WHEREAS, Snapper Creek Shopping Center, LTD., a Florida limited partnership and a subsidiary of Snapper Creek, Inc., ("Landlord") owns the premises located at 7142-7146 SW 117 Avenue, Miami, Florida ("Premises"); and

WHEREAS, the County is authorized and has the right, pursuant to section 125.031, Florida Statutes, to enter into leases for properties needed for a public purpose; and

WHEREAS, the County desires to lease the Premises, consisting of approximately 1,920 rentable square feet, plus use of the common areas, to be utilized by the County as a district office for County Commission District 10,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board hereby approves, pursuant to section 125.031, Florida Statutes, the Lease Agreement between the County and the Landlord, in substantially the form attached hereto as Exhibit “1,” for the Premises, to be utilized as a district office for County Commission District 10, with an estimated cumulative cost for the initial four-year term of \$538,705.38 and should the one, four-year option to renew be exercised, a total fiscal impact for the entire eight year period of \$989,726.43, including base rent, operating expenses, lease management fees, maintenance expenses (inclusive of HVAC units, janitorial and custodial services, pest control), utilities (inclusive of electricity, internet, cable, phones, and data), and Tenant Improvements.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Lease Agreement for and on behalf of the County, to exercise all rights conferred therein including but not limited to the right of termination, and to take all actions necessary to effectuate same.

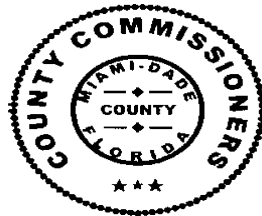
The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of February, 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

Exhibit 1

SHOPPING CENTER LEASE

by and between

Snapper Creek Shopping Center, LTD.

a Florida Limited Partnership and subsidiary of Snapper Creek, INC.,

(“Landlord”)

and

Miami-Dade County

a political subdivision of the State of Florida

(“Tenant”)

For the benefit of: Vice Chair Anthony Rodriguez Commission District 10

Dated as of

Folio No.: 30-4925-000-0920

DS
PL

MDC009

SHOPPING CENTER LEASE

This Office Lease ("Lease") dated _____, 2023 ("Effective Date") is made between Snapper Creek Shopping Center, LTD., a Florida limited partnership and a subsidiary of Snapper Creek INC., whose principal place of business is located at 14411 S. Dixie Highway, Suite 214, Palmetto Bay, Florida 33176 ("Landlord"), and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Whereas, Landlord seeks to lease a portion of the Building located at 7142-7146 S.W. 117 Avenue, specifically the N.W. corner of 117th Avenue and 72nd Street; and

Whereas, that certain portion of the Building consists of 1,920 square feet (the "Premises"), which is further described below in *Item 5* of the Basic Lease Provisions, and as shown on the illustration attached hereto as Exhibit A.

Now, therefore, in light of the foregoing facts and circumstances, the Tenant hereby agrees to Lease from the Landlord a certain portion of the Building, for an initial term of four (4) years, in accordance with all of the terms and conditions of this Lease.

BASIC LEASE PROVISIONS

- | | |
|---------------------------------------|---|
| 1. Landlord: | Snapper Creek Shopping Center, LTD., a Florida limited liability partnership and a subsidiary of Snapper Creek INC. |
| 2. Tenant: | Miami-Dade County,
a political subdivision of the State of Florida |
| 3. Building: | 7142-7146 S.W. 117 Avenue Miami, Florida 33183
A one (1) Story Building |
| 4. Land (Including Folio No.): | 30-4925-000-0920 - Lot Size: 3.45 acres |

5. **Premises:** The Premises consist of a portion of the Building, known as Units 7142-7146, as depicted on the floor plan, which is attached hereto and marked as “Exhibit A”, and which is incorporated herein by this reference.

6. **Size of Rentable Area:** 1,920 square feet

7. **Size of the Building:** 38,910 square feet

8. **Base Rent:**

<u>Period</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Square Foot Cost</u>
Year 1	\$4,320.00	\$51,840.00	\$27.00
Year 2	\$4,449.60	\$53,395.20	\$27.81
Year 3	\$4,582.40	\$54,988.80	\$28.64
Year 4	\$4,720.00	\$56,640.00	\$29.50

The annual Base Rent for the second, third and fourth years of this Lease shall continue to increase annually by approximately three (3%) percent above the immediately preceding annual Base Rent, as described immediately above.

First Renewal Period:

Year 5	\$4,862.40	\$58,348.80	\$30.39
Year 6	\$5,008.00	\$60,096.00	\$31.30
Year 7	\$5,158.40	\$61,900.80	\$32.24
Year 8	\$5,313.60	\$63,763.20	\$33.21

This Lease contains one, four-year renewal option period, and the annual Base Rent for each year of the renewal option period shall increase annually by three (3%) percent above the immediately preceding annual Base Rent, as described immediately above.

9. **Additional Rent:** None.

10. **Tenant’s Pro Rata Share of Taxes, Insurance & Common Area Maintenance:** Estimated at \$13.45 per square foot or \$2,152.00 per month for the Year 2023 to begin at the same time the rent commences. Tenant’s Pro Rata share is 4.93% of the Shopping Centers Leasable Area.

11. **Security Deposit:** None.
12. **Term:** This Lease shall be for a term of four (4) years which term shall be effective on the first day of the month, following approval of this Lease by the Miami-Dade County Board of County Commissioners as outlined below in paragraph 2.
13. **Renewal Option Period:** The Tenant shall have the right to renew and extend this Lease, for one additional four-year Renewal Option Period with continuing annual increases of three (3%) percent. The Tenant's rights and obligations pertaining to the Renewal Option Period is described below, in Section 2(f) of the Standard Lease Provisions of this Lease.
14. **Right of Early Cancellation:** Tenant shall have the right to cancel this Lease, upon no less than ninety (90) days' prior written notice, should Commissioner Anthony Rodriguez no longer serve as District Commissioner. Tenant shall perform its financial obligations during up through the date of cancellation, and shall be required to return the Premises pursuant to the terms of the Lease including the removal of its Signage throughout the Property. Tenant shall have the right to cancel this lease should Landlord fail to deliver possession of the Premises within ninety (90) days of the Lease Effective Date.
15. **Place of Rent Payment:** 14411 S. Dixie Highway – Suite 214 Palmetto Bay, Florida 33176

This Lease consists of the foregoing Basic Lease Provisions, and the following Standard Lease Provisions (consisting of paragraphs 1 through 30), 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 foregoing Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. LEASE GRANT

- (a) Landlord hereby leases to the Tenant that certain Premises, which is located at 7142-7146 S.W. 117 Avenue, Miami, Florida 33183, consisting of 1,920 rentable square feet of office space, within the Building, which is shown on the illustration that is attached hereto, marked as "Exhibit A".
- (b) The Landlord hereby leases the Premises with the right in common with others to use all appurtenances of the Building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, reserved and unreserved parking areas. (the "Common Areas").
- (c) Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease.
- (d) The Tenant shall have two (2) dedicated reserved parking spaces in front of the Premises for its exclusive use at all times during the term of this Lease, in addition to the general use of the parking lot for all occupants of the Building, including, but not limited to, the Tenant, and its employees, agents, contractors, licensees, and invitees, which parking spaces may be utilized at any time during the normal business hours of the Building. Such parking spaces shall conform to all existing governmental codes in effect at the time of Tenant's occupancy.
- (e) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building, the Common Areas of the Building and the Land intended to be used for common use, including, but not limited to unreserved parking lot areas, roads, driveways, passageways, landscaped areas.

2. TERM

- (a) The "Effective Date" of this Lease shall be the date that this Lease is approved by the Miami-Dade County Board of County Commissioners (as evidenced by the adoption of a resolution approving this Lease, and after the required ten (10) day veto period of the County Mayor has expired, or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds (2/3) vote of the Miami-Dade County Board of County Commissioners).

- (b) The "Rent Commencement Date" of this Lease, meaning the date that the Tenant's monthly rent obligation to the Landlord will begin, shall commence ninety (90) days after Landlord delivers possession of the Premises to Tenant which cannot be more than ninety (90) days after the Effective Date of the Lease. The Landlord shall issue a Possession and Commencement Date Letter (attached hereto as "Exhibit B") to the Tenant, which shall detail the Rent Commencement Date and the Lease Termination Date.
- (c) Prior to the Tenant taking possession of the Premises, the Landlord shall cause the Premises to be prepared for occupancy consistent with condition as described below, provide service and maintenance to the HVAC unit(s), and repair any light fixtures that are dim or not working. Tenant is leasing the premises in an "AS-IS" condition, provided that all components are in repair and working order. Tenant is responsible for any damage to roof caused by Tenant or Tenant's contractors after Tenant takes possession of the Premises. If damage occurs, Tenant must make repairs using Landlord's roofing contractor, at Tenant's expense.
- (d) Landlord shall install walkway signage near the front door of the Premises. Tenant may install directional signage placed at an agreed upon location(s) on the perimeter of the Snapper Creek Shopping Center, and possibly on or about the public sidewalk adjoining S.W. 117 Avenue, at a location approved by Miami Dade County and the Department of Transportation (DOT), if applicable, indicating that this is where the Commissioner's Office is located. No sign, awning or canopy shall be placed or erected by Tenant in, upon or outside the Demised Premises or in the Shopping Center nor shall Tenant place in the display windows any sign, decoration, lettering or advertising matter or other thing of any kind, without first obtaining Landlord's written approval, which shall not be unreasonably withheld.
- (e) Tenant shall be responsible for the following Tenant Improvements within the Premises, without the requirement of any further act, notification, or agreement by either party, of which Tenant shall be fully responsible for all costs and expenses:
- Interior Plans for Permitting Approval by Licensed/Registered Architect;
 - Construction and Demolition of the Interior Premises by a Licensed and Insured Contractor;
 - Purchase and installation of any and all furniture;
 - Installation of phones, internet systems, and related services, subject to the terms and conditions as outlined in section 5(c);
 - Any and all signage on the Elevation Wall above their Storefront; and
 - Monument Signage on the designated Sleeve as outlined in Exhibit C.

Landlord shall permit Tenant to perform such Tenant Improvements upon the date Tenant takes possession of the Premises as stated in the Landlord's Possession and Commencement Letter in Exhibit B.

- (f) Renewal Option Period. Tenant shall have the option to extend the term of this Lease by providing written notice to the Landlord a minimum of ninety (90) days prior to the end of the initial term. The Tenant shall have one (1) additional four (4) year option, at the Tenant's election, to renew the term of this Lease ("Renewal Option Period"). Tenant may only exercise the Renewal Option Period if there exist no material defaults beyond any applicable notice and cure periods. Further, upon the Tenant's exercise of its rights pertaining to the Renewal Option Period, this Lease shall be renewed for one (1) additional four (4) year period, without the requirement of any further act, lease, or agreement by either party, and all of the terms and conditions of this Lease shall be extended to the Renewal Option Period, including the amount of the Base Rent as outlined in Section 3 below, and as outlined above in Section 8 of the Basic Lease Provisions.
- (g) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including after the Renewal Option Period, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month, and the Base Rent shall be one hundred (125%) percent of the monthly Base Rent, in effect immediately prior to the expiration. In the event of such holding over, all of the terms of the Lease, including payment of all charges owing hereunder shall remain in full force and effect on a month-to-month basis. Tenant shall indemnify Landlord for any damages resulting from such holdover, subject to limitations of Section 768.28, Florida Statutes.

3. RENT

- (a) The Tenant agrees to pay Base Rent to the Landlord for the first (1st) year of the term of this Lease in the amount of Fifty-one Thousand Eight Hundred and Forty (\$51,840.00) Dollars, payable monthly in the amount of Four Thousand Three Hundred and Twenty (\$4,320.00) Dollars, which represents approximately Twenty-seven (\$27.00) Dollars per square foot. Tenant agrees to pay Base Rent to the Landlord for the term of this Lease, and during the Renewal Option Period, as outlined in Section 8 of the Basic Lease Provisions.
- (b) All monthly installments of the Base Rent shall be payable in advance on the first (1st) day of each calendar month during the term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30th of each year. The Base Rent for the first and last months of the term hereof shall be prorated, if necessary, based upon the number of days during each said month that this Lease is in effect. Unless otherwise authorized in this Lease, the Base Rent shall be due and payable without notice, demand, deduction, or offset to the office of the Landlord, or to such other place as the Landlord might designate in writing.
- (c) If after the Rent Commencement Date, Tenant fails to pay any rent Landlord shall provide Tenant a written rent demand requiring payment of such delinquent rent payment, payable

within five (5) business days after receipt of such demand. If Tenant fails to make payment during this five (5) business day period, Tenant shall pay to Landlord a late payment service charge covering administrative and overhead expenses equal to five cents (\$.05) per each dollar so overdue. Notwithstanding anything to the contrary contained in this Lease, Tenant shall be in default under this Lease if any or all payments required to be made by Tenant are not made at the time herein stipulated.

- (d) **Tenant's Pro Rata Share of Landlord's Real Estate Taxes, Insurance & Common Area Maintenance:** The Tenant shall be obligated to pay to the Landlord, its pro-rata share of real-estate taxes, common area maintenance, and insurance for its use of the Premise of 4.93%. Tenant's estimated pro rata share of the same is Thirteen Dollars and Forty-five cents (\$13.45) per square foot or Two Thousand One Hundred and Fifty-two Dollars (\$2,152.00) per month for the Year 2023. Common Area Maintenance expenses, as defined herein, is the cost for utilities, maintenance, repairs, replacement, and/or cleaning for any and/or all of the Common Areas of the Building and/or the Land ("Common Area Maintenance"). The expenses for Common Area Maintenance are and shall mean expenses of any kind or nature which are necessary, ordinary, and customarily incurred with respect to the operation, repair, replacement, and maintenance for the Common Areas of the Building and/or the Land, during a calendar year, and is generally charged as a common area maintenance expense to tenants by Landlords of comparable buildings in the Miami-Dade County, Florida area. Expenses for Common Area Maintenance includes all costs and expenses of every kind and nature paid or incurred by the Landlord in cleaning, operating, altering, refurbishing, mechanically equipping, decorating, lighting, landscaping, repairing, improving, restoring, renovating, replacing, and maintaining all of the Common Areas of the Building and/or the Land, including signs, and utilities serving and/or required to be maintained in and to the Building and/or the Land (including access ways and loading/parking zone area(s) contiguous to the Building and available for use by occupants of the Building by reason of leasehold rights, or if Landlord is otherwise required to maintain or repair same). Expenses for Common Area Maintenance shall not include those costs and/or expenses that are the sole financial responsibility of another tenant in the Building and/or the Landlord, such as, but not limited to, a leased space, the structural portions of another Tenant's leased space, including the roof and, foundation of the Building, and/or capital costs or expenses. The parties expressly agree that the Landlord shall be solely responsible for the costs of repair for any repairs to the roof and/or roof membrane except that Tenant is responsible for any damage to roof caused by Tenant or Tenant's contractors. If damage occurs, Tenant must make repairs using Landlord's roofing contractor, at Tenant's expense.

4. **PURPOSE**

- (a) The Landlord acknowledges and agrees that the Miami-Dade County Commissioner, for District 10, Vice Chair Anthony Rodriguez, will utilize the Premises as its local office space for general office use and administering certain work.

- (b) The Tenant shall use the Premises for general office uses, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
- (c) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises, or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.
- (d) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair or alterations, or at other times authorized by the Landlord.
- (e) The Landlord hereby acknowledges and agrees that should the Miami-Dade County Commissioner, District 10, Vice Chair Anthony Rodriguez, elect to no longer occupy the Premises, that the use and purpose relating to the Premises shall also change (provided same shall remain as a general office use), and will conform to the new use utilized by the new tenant, that the Tenant leases the Premises to in the future, or to other office use by another County department, all subject to the cancellation provision in Section 21.

5. SERVICES AND UTILITIES

- (a) Landlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below, subject to the conditions and standards set forth in this Lease.
- (b) Water and Sewer. Landlord, at its sole cost and expense shall be responsible for providing water and sewer services to the Premises unless such utilities are separately metered in the future.
- (c) Electrical. (i) Tenant, beginning upon possession of the Premises as evidenced by Landlord's Possession and Commencement Letter (Exhibit B), shall be responsible for the payment of the monthly electrical bills/invoices for the Premises, from the utility provider, so long as such electrical service has been separately metered by the Landlord.

(ii) Landlord confirms that AT&T and COMCAST services are available in the Building for Tenant's connection into the Premises.
- (d) HVAC. (i) Prior to Tenant's possession of the Premises, Landlord shall provide service and maintenance to the HVAC units. The Tenant shall have exclusive use and control of these units with access to the HVAC system on a 24/7 basis. The Landlord shall be solely responsible for any and all costs associated with the repair needs to the HVAC unit(s) during the Term of this Lease provided that Tenant complies with the maintenance scheduled as detailed in paragraph d(ii) below. Unit 7146 has a new 3.5 TON Rheem Unit that was installed in 2022 and is under warranty.

(ii) As a part of Tenant's air conditioning maintenance obligation, during the Term of this Lease, and any renewal option period thereof, Tenant may utilize in-house certified HVAC technicians to conduct HVAC unit(s) maintenance or, in the alternative, may enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the state wherein the Shopping Center is located. Tenant's in-house certified HVAC technician or licensed HVAC certified contractor shall:
 - (1) Perform air filter changes to the air conditioning unit(s) on a monthly basis;
 - (2) Regularly service the air conditioning unit(s) on the Leased Premises on a quarterly basis, changing belts, filters, and other parts as required;
 - (3) Perform emergency and extraordinary repairs on the air conditioning unit(s), subject to Section 5(d)(i);
 - (4) Keep a detailed record of all services performed on the Leased Premises and prepare a yearly service report to be furnished to Tenant at the end of each calendar year; andTenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Tenant shall furnish to Landlord a copy of the air conditioning

maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated hereinabove shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the Term of this Lease.

- (e) Janitorial. The Tenant, at its sole cost and expense, shall provide janitorial services to the Premises on a daily basis (Monday through Friday), which shall include emptying trash receptacles in the Premises, providing trash liners as necessary, and sweeping floors as necessary. The Landlord shall provide pest control, janitorial services and maintenance and other cleaning for the Common Areas of the Building and the Land, including, but not limited to, landscaping and parking lot areas.
- (f) Cleanliness. The Landlord, at its sole cost and expense, shall maintain the Building and the Land, in a neat, clean and sanitary condition, and shall keep sidewalks, walkways, and the parking lot area adjoining the Building clean and free from rubbish, and shall store all trash and garbage within the appropriate trash receptacle, and shall arrange for the regular pick up of trash and garbage. Further, within the Building, the Landlord shall not permit graffiti, rubbish, refuse, garbage, or any dirty (unhygienic) condition to exist within the Building, or otherwise allow for any unsightly or unsanitary condition to exist in the Building and/or on the Land.

6. MAINTENANCE AND REPAIRS

- (a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord, at its sole cost and expense, shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building, and electrical systems that are installed or furnished by the Landlord throughout the Building, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the Tenant, its agents, vendors, 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 if any. 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 Building, including, but not limited to, the roof, foundations, load bearing walls, pest control for the Common Areas, landscaping, walkways, pathways, sidewalks, and the 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 thirty (30) day period following receipt of notice of the need thereof from the Tenant. Further, the Tenant shall have no liability to the Landlord for any damages; inconvenience or interference regarding the use or any damage to the Building, Premises and/or Land 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 within ten (10) business days to make any repairs, alterations, improvements in or to any portion of the Building, and/or the Land. Tenant's Remedy shall be limited to self-help for repairs at Landlord's expense.

- (a.1) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall provide the Tenant written notice at least twenty-four (24) hours in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will materially 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, except in case of an emergency in which case Landlord may enter the Premises without notice.
- (a.2) The Landlord shall be solely responsible for providing pest control in the Common Areas on a monthly basis (once a month) and providing receptacles for trash and refuse disposal for the Building (including use by the Tenant).

(b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair within the Premises. Tenant shall be responsible for pest control within the Premises any and all janitorial cleaning in the Premises (as described above in Section 5(e), or as otherwise mentioned in this Lease). Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees, subject to Florida Statute 768.28. 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) calendar 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. The Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

7. ALTERATIONS AND IMPROVEMENTS

- (a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord at least thirty (30) days prior to the proposed commencement date of such work. The Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connection with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees that during the course of any alterations and/or improvements that the Tenant shall not connect any new equipment, apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.
- (b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, Information Technology (IT) communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment, and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the term of this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the term of this Lease, or the earlier termination thereof. Tenant may remain in the Premises up to five (5) days after the

Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned five (5) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

- (c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant, FPL, Comcast, and AT&T) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.
- (d) Tenant shall have the right, at its sole cost and expense, to install a security or burglar alarm system, fire alarm, in or about the Premises. Further, the Tenant shall also be permitted to install an antenna in or about the Premises to provide better cellular telephone reception primarily for the Tenant, and/or its employees. Plans regarding the installation of antennas or alarm systems must be submitted to the Landlord for prior review and approval provided that such equipment does not conflict with the Landlord's Lease with Crown Castle for the existing Cellular Antenna located on the Property.

8. **RIGHT OF QUIET ENJOYMENT**

- (a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, the Tenant shall quietly enjoy the Premises for the term hereof, and any extension or renewal thereof, without hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.
- (b) The Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The foregoing notwithstanding, the Landlord shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the Building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the term of this Lease.
- (c) Without limiting any of its rights, the Tenant may cancel, or otherwise terminate, this Lease upon thirty (30) days' notice to the Landlord in the event that quiet enjoyment or use of the Premises is prohibited or materially and adversely interfered with by an action

or inaction of the Landlord, provided that from the date of receipt of notice from the Tenant to the Landlord, the Landlord shall have thirty (30) days to cure the prohibition or interference affecting the Tenant's quiet enjoyment or use of the Premises and may be extended further provided Landlord is diligently pursuing a resolution to the matter.

9. **ASSIGNMENT AND SUBLETTING**

- (a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Further, the Tenant shall not voluntarily, by operation of law, or otherwise, assign, sub-lease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord's consent, assign or sub-lease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any agency or department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sub-lease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election constitute a default hereunder, notwithstanding Landlord's acceptance of Rent payments from any purported assignee or Tenant.
- (b) In the event of any assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.
- (c) The Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.
- (d) Tenant shall provide the Landlord with a copy of any proposed assignment or sub-lease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sub-lease may be made, at least twenty (20) business days prior to the proposed effective date of the assignment or sub-lease. The Landlord shall approve or disapprove of the proposed assignment or sub-lease within ten (10) business days of receiving the proposed assignment or sub-lease. The failure of the Landlord to disapprove any proposed assignment or sub-lease with such ten (10) business days period shall be deemed to be an approval by the Landlord of such proposed assignment or sub-Lease. Should Landlord and Tenant not come to an agreement of the proposed assignment or sublet, either party shall provide written notice of its intent to terminate the lease by providing ninety (90) days' notice, the expiration of which shall cause Tenant's rental and financial obligations herein this Lease to terminate.

10. **LIENS AND INSOLVENCY**

Tenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

11. **EMINENT DOMAIN**

- (a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate.
- (b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to Landlord or the Tenant, this Lease shall terminate, with such termination being made effective one hundred eighty (180) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.
- (c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except any amounts otherwise described above in this Lease, in addition to any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant is otherwise entitled to receive under the law.

12. **ACCESS OR ENTRY BY LANDLORD**

- (a) Upon twenty-four (24) hours prior written notice to Tenant (except in the event of an emergency), the Landlord or Landlord's employees, and/or agents, may, and only with an escort by an employee of the Tenant, enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. Upon forty-eight (48) hours prior written notice to Tenant, contractors shall be granted access for the purposes listed above. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises.

- (b) The Landlord may also show the Premises to renters, or lenders during regular business hours, and upon forty-eight (48) hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. The Landlord may show the Premises to prospective purchasers the last four months of the term of this Lease, upon forty-eight (48) hours prior written notice to Tenant. During the course of any such showing of the Premises, the Landlord, the prospective renters, lenders, and/or purchasers shall be escorted by an employee of the Tenant throughout the Premises.
- (c) The Landlord shall repair, at Landlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

13. **SIGNAGE**

- (a) All signs, symbols, and logos placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. All Signage shall be in compliance of the Landlord Sign Exhibit which is attached hereto in Exhibit C.
 - (ii) The Landlord and Tenant further agree that in addition to any other signage requested and secured by the Tenant, or otherwise provided for by the Landlord, the Tenant shall have signage on the sidewalk adjoining S.W. 117 Avenue, subject to the approval of the Miami Dade County and DOT, if applicable. The cost of such signage shall be borne by the Tenant after first obtaining the Landlord's approval.
- (b) The Tenant shall be entitled to have its name displayed on any outdoor monument sign(s) subject to availability, if any, at the Tenant's sole cost and expense; provided, Landlord approval has been received, however, in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

DS
PL

14. INSURANCE

- (a) **Landlord's Insurance.** The Landlord will, during the term of this Lease, at its sole cost and expense, carry commercial general liability, fire, windstorm, hail, flood, and extended coverage insurance on the Building, to the full replacement value.
- (b) **Tenant's Insurance.** The Tenant is self-insured. Further, the Landlord hereby acknowledges that the Tenant is self-insured, and therefore the Tenant shall not be required to secure any type of insurance coverage during the term of this Lease. Tenant shall provide the Landlord with a Certificate of Insurance or similar letter of coverage for their premises coverage including commercial general liability insurance.

15. INDEMNIFICATION

- (a) The Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable 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 solely arising out of, relating to, or resulting from the gross negligence of the Landlord or of its employees, agents, vendors, partners, principals or subcontractors. The 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 reasonable attorneys' fees which may issue thereon. The Landlord expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Tenant, or its officers, employees, agents, and instrumentalities as herein provided.
- (b) If the Tenant's use and occupancy is materially and adversely interfered with as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees, then, in addition to any other remedy, the Tenant shall be entitled to an abatement of the Rent for the period of time occupancy is materially and adversely interfered with.
- (c) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person in the Premises, or in the Building, or on the Land, other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, employees, vendors, or agents, and any such liability is subject to, and limited by, the limitations of Florida Statutes, Section 768.28.
- (d) The language in this section shall survive the early termination or expiration of this Lease.

16. HAZARDOUS MATERIALS

- (a) The Landlord represents and warrants to the Tenant that to the best of its actual knowledge no Hazardous Materials, as defined below, have been located on the Premises, or have been released into the environment, or discharged, placed, or disposed of at, on, or under the Premises. The Landlord further represents and warrants that to the best of its actual knowledge, information, and belief, the Premises, the Building, and/or the Land have never been used as a dump for any Hazardous Materials, as defined below, and that at all prior uses of the Premises, the Building, and/or the Land have at all times complied with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials.
- (b) The term “Hazardous Materials” shall mean any substance, material, waste, gas, or particulate matter, which at the time of the execution of this Lease or any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a “hazardous material”, “hazardous substance”, “extremely hazardous waste”, or “restricted hazardous waste” under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq. (42 U.S.C., Section 6903); (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).
- (c) The Landlord hereby indemnifies the Tenant from and against any matter related to the representation and covenant provided regarding Hazardous Materials.
- (d) The language in this section shall survive the early termination or expiration of this Lease.

17. DESTRUCTION OF, OR DAMAGE TO, THE PREMISES

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant’s agents, employees, vendors, or invitees, that the same cannot be used for Tenant’s purposes, then Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event that minor damage is sustained to any part of the Premises,

and if such damage does not render the Premises unusable for Tenant's purposes, the Tenant shall promptly repair such damage at the cost of the Tenant. In making the repairs called for in this paragraph, the Landlord shall not be liable for any delays resulting from force majeure. Tenant shall be relieved from paying Rent and other charges during any portion of the term of this Lease that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy or use for more than ninety (90) days.

18. TENANT'S DEFAULT AND REMEDIES

It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder when due, and such failure continues for five (5) business days after receipt of written notice thereof was made to Tenant by the Landlord (with the exception for any payment due in October, as described above in Article 3, Rent); (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by the Landlord, or if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within forty-five (45) days; (iii) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (iv) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (v) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vi) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (vii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

19. LANDLORD'S DEFAULT AND REMEDIES

- (a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of ninety (90) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon thirty (30) days prior written notice to the Landlord. Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults, after written notice to the Landlord, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for actual and reasonable costs and expenses, including, but not limited to labor and materials.

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

20. ATTORNEYS' FEES

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought for the recovery of any Rent due under this Lease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Lease, or for return of the Premises to the Landlord and/or eviction of the Tenant during the term of this Lease, or after the expiration thereof, each party hereby expressly agrees to be responsible for its own attorneys' fees, and other legal costs and expenses, including, but not limited to, expenses associated with expert witnesses, whether incurred at trial, on appeal.

21. EARLY CANCELLATION

Tenant shall have the right to cancel this Lease, or any portion thereof, upon ninety (90) days' written notice in the event that Vice Chair Anthony Rodriguez no longer serve as the Commissioner for District 10, including but not limited to if he is removed from or leaves such Office. Tenant shall perform its financial obligations during this term up through the date of Lease cancellation and shall be required to return the Premises pursuant to the terms of the Lease including the removal of its Signage throughout the Property.

If Landlord fails to deliver the Premises within ninety (90) days of the Lease Effective Date, Tenant shall have the right to terminate this Lease and all of its financial obligations stated herein.

22. TENANT'S SUBORDINATION TO MORTGAGE

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land from a bank, savings and loan institution, insurance company, or other lending institution; and that this Lease is and shall be subordinate to the

lien of said construction loan and/or mortgage; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement contain a provision which states that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the term of this Lease.

Further, the Tenant hereby acknowledges and agrees that at various times during the term of this Lease the Landlord and/or lender or prospective purchaser may request that the Tenant complete and execute an Estoppel Agreement, which may include the request for the then current status of this Lease, including, but not limited to the existence of any claims, lawsuits, overpayments, defaults and/or other contract related matters, and the Tenant hereby agrees to complete and execute such Estoppel Agreement(s) in a timely manner, not to exceed ten (10) business days.

23. CONDITION OF PREMISES AT TERMINATION

- (a) Upon the expiration or earlier cancellation of this Lease, the Tenant will quit and surrender the Premises in good order and repair, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.
- (b) If the Tenant, after the Effective Date of this Lease, installed any shelving, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item, property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant shall remove at the expiration or early cancellation of this Lease, provided that in such removal the Tenant shall repair any and all damage caused to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, HVAC, duct work, and plumbing fixtures.

24. NOTICES

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or email (so long as the intended recipient confirms receipt of the email), or by a nationally recognized courier, such as FedEx, or DHL, or by the United States Postal Service,

sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant: Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Mark Burns, Assistant Division Chief
Email: Mark.Burn@miamidade.gov

with a copy to: County Attorney's Office
111 N.W. First Street, 28th Floor
Miami, Florida 33128
Email: atty@miamidade.gov

To Landlord: Snapper Creek Shopping Center, LTD.
14411 S. Dixie Highway Suite 214
Palmetto Bay, Florida 33176
Attention: James Zimny, General Manager/ Controller
Email: jim@suchmangroup.com

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

25. LANDLORD'S REPRESENTATIONS AND COVENANTS

The Landlord hereby represents and covenants to Tenant that:

- (a) It has full power and authority to enter into this Lease and perform in accordance with its terms, conditions, and provisions and that the person signing this Lease on behalf of the 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) The 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) The Landlord will keep the Premises, and the Building, free and clear of any and all liens on account of any construction, repair, alternation, improvements, and/or taxes, except for the first mortgage on the property
- (d) The Landlord represents and covenants as of the commencement of this Lease, the Premises will not be in violation of any federal, state, county, and municipal laws regulations, including, but not limited to any building code, environmental regulation, or other government ordinance or law. The Landlord further represents and covenants that it has not received any notice of any such violation.
- (e) The Landlord hereby represents and covenants that the Premises now conforms to, or that prior to Tenant's occupancy in the Premises, that the Premises shall, at the Landlord's sole cost and expense, be brought into conformance with the requirements of Section 553.501, et seq., Florida Statutes, regarding "Florida Americans with Disabilities Accessibility Implementation Act," providing requirements for the physically handicapped with regards to the Restrooms which were approved by Miami Dade County Building & Zoning and ingress and egress. The Landlord further represents and covenants that it has not received any notice of any such violation.
- (f) The Landlord hereby grants the Tenant an easement for ingress/egress, access, parking, and for driveway purposes, for the Premises.
- (g) The Landlord represents and covenants that there are no vermin, termites, insects, or pests of any kind or nature within the Premises, and/or in the Building. Should the Tenant find evidence of anything to the contrary, the Landlord shall immediately rectify the situation by employing a pest exterminator.

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

Tenant hereby represents and covenants to the Landlord the following:

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

27. **FORCE MAJEURE**

In the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from, the performance of any act or obligation required under this Lease (expressly excluding monetary obligations) by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond

their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. **RADON GAS**

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

29. **BUILDING RULES**

Tenant will comply with the rules of the Building adopted and altered by the Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by the Landlord to the Tenant in writing at least thirty (30) days before implementation of such rules. Notwithstanding the foregoing, should any of the rules for the Building conflict with the terms and conditions of this Lease, then this Lease shall control. As detailed in Exhibit D of this lease.

30. **MISCELLANEOUS**

- A.) **Severability**. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.
- B.) **Captions**. The article headings and captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.
- C.) **Relationship of Parties**. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of Landlord and Tenant, or lessor and lessee.
- D.) **Recording**. The parties acknowledge and agree that the Tenant will file a copy of this Lease with the Miami-Dade County Clerk of the Board.
- E.) **Construction**. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman

shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

- F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor, or the County Mayor's designee.
- G.) Performance. As otherwise described in this Lease, if there is a default with respect to any of the Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default (provided the nature of said default cannot be reasonably cured within a thirty (30) day period), Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the actual and reasonable cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the then highest lawful interest rate. If this Lease terminates prior to Tenant's receiving full reimbursement, the Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.
- H.) Successors and Assigns. The terms herein contained shall bind and insure to the benefit of Landlord, its successors and assigns, and to the Tenant, its successors and assigns (including any Tenants or assignees as appropriate and applicable), except as may be otherwise provided herein.
- I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the term of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, and/or state or federal holidays, then such due date or cure period expiration date shall be postponed to the next following business day.
- J.) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.
- K.) Waiver. Any waiver on behalf of any party shall be evidenced in writing. The 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 of any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or

subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

- L.) Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trusts, now or hereafter placed on the Building, the Land, and/or the Premises, and to all renewals, modifications, and extensions thereof. 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 the Landlord or Landlord's lender, if any, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on the Landlord's form on or before (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant.
- M.) Exhibits. Each and every exhibit referred to in this Lease is incorporated herein by reference. The exhibits and schedules, even if not physically attached, shall still be treated as part of the Lease.
- N.) No Offer. The presentation and execution of this Lease by the Landlord shall be an offer which may be accepted by the Tenant, and this Lease only becomes valid, binding, and effective upon the execution and commencement of this Lease by both the Landlord and the Tenant. Further, neither the employees or agents of the Landlord nor the Tenant have any authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith.
- N.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.
- O.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.
- P.) Brokers. The Landlord and Tenant acknowledge that Suchman Retail Group, Inc. is Landlord's broker and is the only broker involved in this transaction. Landlord shall be solely responsible for its Broker's Commission pursuant to a separate agreement. The Parties agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

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

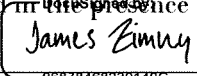
(OFFICIAL SEAL)

LANDLORD

Snapper Creek Shopping Center, LTD.

Snapper Creek, Inc. General Partner

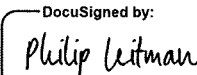
Signed in the presence of:


06878468230140C...

Print Name: James Zimny


659A6D7E6CF7469...

Print Name: Ana Garcia

By: 
C6EA95B6F4944B9...

Philip Leitman, President
Snapper Creek, Inc. General partner

(OFFICIAL SEAL)

TENANT

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

LUIS G. MONTALDO, CLERK *AD INTERIM*

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava
Mayor

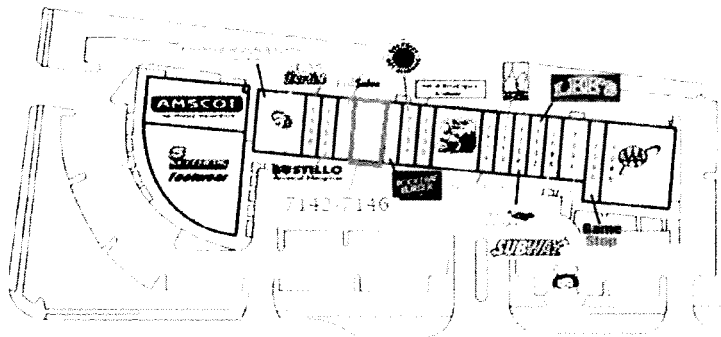
Approved by the County Attorney as
to form and legal sufficiency: _____

Consent to this Lease Agreement by Snapper Creek Shopping Center, LTD., (Landlord):

Name: Philip Leitman
Title: President
Date: 2/13/2023

EXHIBIT A
THE PREMISES

Snapper Creek Shopping Center
Located at the North-West Corner of 117th Avenue and 72nd Street
Units 7142-7146



Folio # 30-4925-000-0920

Legal Description

25 54 39 3.45 AC M/L
BEG 62.5FTW & 50FTN OF SE COR OF
SEC TH W257.37FT NELY612.05FT
E199.96FT S609.93FT TO POB &
BEG 62.5FT W OF SE COR OF SEC
N50FT W257.37FT SWLY35.53FT SELY
& ELY AD 87.74FT E176.30FT TO
POB
LOT SIZE 150282 SQ FT
OR 13667-853 0488 4

EXHIBIT B
POSSESSION & COMMENCEMENT LETTER

SNAPPER CREEK SHOPPING CENTER

c/o Suchman Retail Group, Inc.
14411 S. Dixie Highway, Suite 214
Palmetto Bay, Florida 33176
Phone: (305) 667-6461

Miami Dade County
111 NW First Street
Miami, Florida 33128

**Re: Lease dated February ____, 2023 between
Snapper Creek Shopping Center, Ltd. Lessor and
Miami Dade County a Political subdivision of the State of Florida**

This letter shall constitute notice of delivery and possession of the above referenced premises referred to as "*Snapper Creek Shopping Center*" as of _____.

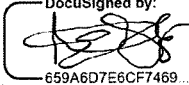
This will confirm that the Commencement Date of the Lease Term is _____

and the expiration date of the Lease Term is _____.

Rent commencement begins _____.

Tenant must comply with the center rules and regulations accordingly.

Sincerely,
SNAPPER CREEK SHOPPING CENTER, LTD.

DocuSigned by:

659A6D7E6CF7469...

Aina Vega-Garcia
Director of Leasing & Property Management

ACKNOWLEDGED AND AGREED:

TENANT:

By: _____

Printed: _____

Title: _____

EXHIBIT C

GENERAL SIGN CRITERIA INFORMATION

All signage shall be designed, constructed and located in accordance with the following design criteria and shall be subject to the written approval of the Landlord. These criteria have been established to govern the design, fabrication and installation of the tenant signs and are intended to afford all tenants with good visual identification.

Procedural Requirements:

1. Prior to sign fabrication, Tenant shall submit to Landlord for approval two (2) prints of detailed drawings indicating the location, size, layout, fabrication and installation method, design and layout of the proposed sign(s), including lettering and/or graphics. Drawing shall show the full fascia with architectural features for the specific demised premises.
2. Tenant's sign contractor shall be a reputable sign fabricator, whose principal business is the fabrication of similar internally illuminated channel letter signs, who has been in the current business for a minimum of three (3) years. Additionally, Tenant shall submit to Landlord a Certificate of Insurance, in force, from the Sign Contractor with automobile, general liability and workman's compensation insurance of type coverage and limits as approved by Landlord in writing. No work on premises may commence without Certificate of Insurance delivered to Landlord.
3. Tenant shall be responsible for all required permits and fees for his signs and the installation thereof, including, but not limited to, those required by Miami-Dade County, Florida.
4. Fabrication and installation costs shall be at the Tenant's expense.
5. Tenant shall be responsible for the maintenance and repair of its sign(s). If, after fifteen (10) days notification to repair sign, no action has been taken by the Tenant, the Landlord will contract to repair or maintain sign and the cost of repair or maintenance plus 20% will be invoiced to Tenant as additional rent.

Specifications:

1. Signage is to conform to Miami-Dade County codes in all respects, particularly size, method of construction and electrical components. All electric is to be behind wall; no cables may be exposed.
2. All fascia signs are to be individually mounted on a raceway painted to match the building exterior façade wall. Individual illuminated, plastic face channel letters must be White with White Returns. The channel letters are to be fabricated of .040 aluminum minimum.
3. All signage is to be centered on the sign band directly on or in front of your premises using not more than 20% of the available area within windows and columns.
4. No Roof or Structural Penetrations of any kind may be made without prior approval and coordination with Landlords Contractors.
5. Photocell for auto adjustment.

Location of Sleeves on Monument Sign (Currently The Boutique and Brillen)



EXHIBIT D

Shopping Center Rules & Regulations

SHOPPING CENTER RULES & REGULATIONS

Tenant agrees to comply with, abide and be bound by the following Rules and Regulations for the use of the Shopping Center, as the same may be amended, supplemented and/or modified from time to time by the Landlord pursuant to paragraph 8 herein below.

1. All trash shall be disposed of daily in the trash receptacle at the rear of the building.
 2. The parking of vehicles used by Tenant and Tenant's employees shall be restricted to the area along the outer perimeter of the Shopping Center (as designated by Landlord).
 3. No person shall use any roadway, sidewalk, or walkway, except as a means of egress or ingress to any floor area and automobile parking areas within the Shopping Center, or adjacent public streets. Such use shall be in an orderly manner, and in accordance with the directional and other signs or guides. Roadways shall not be used in a speed in excess of 20 miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. No sidewalk or walkway shall be used for other than pedestrian travel.
 4. No tenant shall use any automobile parking areas except for the parking of motor vehicles during the period of time such person or the occupants of such vehicles are customers or business invitees of retail establishments within the Shopping Center. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking space.
 5. No person, without the written consent of the Landlord, shall, in or on any part of the common area:
 - (a) Vend, peddle or solicit orders for the sale or distribution of any merchandise, device, service, periodical, book pamphlet, or other matter whatsoever.
 - (b) Exhibit any sign, placard, banner, notice, or other written material.
 - (c) Solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard or any other material that has no relationship to any purpose for which the Shopping Center was built or is being used.
 - (d) Solicit membership in any organization, group, or association, or solicit contributions for any purpose which has no relationship to the Shopping Center.
 - (e) Parade, rally, patrol, picket, demonstrate, or engage in any conduct that might tend to interfere or impede the use of any of the Common Area by the customer, business invitee, employee, or Tenant of the Shopping Center, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail establishments within the Shopping Center.
 - (f) Throw, discard, or deposit any paper, glass or extraneous matter of any kind, except in designated receptacle, or create litter hazards of any kind.
 - (g) Use any sound making device of any kind or create and produce in any manner noise or sound that is annoying, unpleasant or distasteful to any other Tenant, occupant, or adjacent resident.
 - (h) Deface, damage, or demolish any sign, light standard or fixture, landscaping material, or other improvement within the Shopping Center, or the property of customers, business invitees, or employees situated within the Shopping Center.
-

EXHIBIT D – CONTINUED

6. Landlord shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Shopping Center, or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the Rules and Regulations set forth herein.
 7. No Tenant shall display any sign within its Demised Premises that can be seen from the outside of its Demised Premises without first obtaining approval from the Landlord as to the shape, size, location, color or wording of such sign.
 8. Landlord reserves the right to amend, supplement, and/or modify these Rules and Regulations as in its judgment may from time to time be necessary for the safety and cleanliness of, for the preservation of good order in, and the efficient operation of the Shopping Center.
-