

MEMORANDUM

Agenda Item No. 8(F)(1)

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

DATE: July 2, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.031, Florida Statutes, a lease agreement between Adell Investments, Inc., as landlord, and Miami-Dade County, as tenant, for office space to be utilized by the Miami-Dade Public Library System for a public library, located at 17601 Northwest 78 Avenue, Suites 107-111, Hialeah, Florida, for a five-year initial term, with one, five-year option to renew, and having an estimated fiscal impact to the County of \$3,115,788.01 for the entire 10 year period; and authorizing the County Mayor to (1) execute the lease, (2) exercise all rights conferred in the lease and (3) take all actions necessary to effectuate same

Resolution No. R-583-24

The accompanying resolution was prepared by the Internal Services Department placed on the agenda at the request of Prime Sponsor Senator René García.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: July 2, 2024

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

From: Daniella Levine Cava
Mayor 

Subject: Lease Agreement between Adell Investments, Inc. and Miami-Dade County for the Property Located at Palm Springs North Shopping Center, 17601 NW 78 Avenue, Suites 107-111, Hialeah, Florida 33015
Lease No. 30-2010-000-0011-L01

Executive Summary

This item is for the approval of a new Lease Agreement (Lease), between Adell Investments, Inc. (Landlord), a Florida corporation, and Miami-Dade County (County) for the lease of approximately 5,336 square feet of air-conditioned office space located at Palm Springs North Shopping Center, 17601 NW 78 Avenue, Suites 107-111, Hialeah, Florida 33015, along with the non-exclusive right to use parking and common areas of the building shared with other tenants. This space shall continue to be used by the Miami-Dade Public Library System (Library) for the Palm Springs North Branch Library. The proposed Lease has a five-year term, with one (1) additional five-year option to renew. Remaining at this location is in the best interest of the County as doing so will ensure continuity of service and our commitment to serving the needs of County residents.

The estimated cumulative fiscal impact to the County for the initial five-year term plus the one (1) additional five-year option to renew is estimated to be \$3,115,788.01. For the initial five-year term of the Lease, the estimated cumulative fiscal impact to the County is \$1,424,106.48. The estimated total fiscal impact to the County for the first year of the lease is \$263,052.00. During the initial five-year term of the Lease, the County is responsible for approximately \$920,710.33 in base rent, \$46,035.52 in lease management fees paid to the County's Internal Services Department (ISD), and an estimated \$447,360.63 for janitorial services, recycling, waste disposal services, electricity, pest control and any other separately metered utilities serving the leased property. The Landlord is responsible for property taxes and common area maintenance. Moreover, the Landlord has agreed to provide a one-time \$10,000.00 allowance for tenant improvements.

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 continued use of the property located at 17601 NW 78 Avenue, Suites 107-111, Miami, Florida 33015 (Premises), to be utilized as the Library's Palm Springs North Branch. More specifically, the resolution effectuates the following:

- Approves the lease of approximately 5,336 square feet of air-conditioned office space along with parking in common with other tenants;
- Authorizes an initial lease term of five years, and one (1) additional five-year option to renew; and
- Authorizes the County Mayor or Mayor's designee to execute the Lease.

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

Scope

The Palm Springs North Branch Library is located in Commission District 13, which is represented by Senator René Garcia.

Fiscal Impact/Funding Source

The fiscal impact to the County for the first year of the Lease term is estimated to be \$263,052 which is comprised of: (i) \$173,420 (\$32.50 per square foot) in annual base rent; (ii) lease management fees of approximately \$8,671, equal to five percent of the annual base rent to be paid to ISD for administration of the Lease; and (iii) \$80,961 in estimated annual operating expenses, covering janitorial, recycling, waste disposal services, electricity, exterminator within the Premises, property & fire insurance, and all other separately metered utilities. The Landlord is responsible for property taxes, water charges, air-conditioning maintenance, and common area maintenance. Additionally, the Landlord will provide a one-time \$10,000.00 allowance for tenant improvements which consists of replacing the floor within the Premises. Tenant allowance is only for the initial term and will not be applied in the renewal option.

The Lease includes an annual rental increase of three (3) percent beginning the second year of the Lease term. Should the County choose to exercise the five-year option to renew, the estimated fiscal impact for ten years of possession of the Premises (to include an annual five percent increase in janitorial, recycling, waste disposal services, electricity, exterminator within the Premises, property & fire insurance, and all other separately metered utilities), is estimated to be \$3,115,788.01. The funding source is Library District revenues.

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

- 8200 W 32nd Ave, Miami, Florida - \$41.22 per square foot on an annual basis.
- 16764-16800 NW 67th Ave, Miami, Florida - \$40.42 per square foot on an annual basis.
- 5804-5990 W 20th Ave, Miami, Florida - \$40.28 per square foot on an annual basis.

Track Record/Monitor

The County has no record of negative performance issues with the Landlord. Natalia Pastor of ISD will be responsible for monitoring the Lease.

As required by Section 2-8.6.5 of the Miami-Dade County Code, the following is the ownership structure and ownership interest of Adell Investments, Inc.:

Jorge Quintana, President/Secretary/Director, 50 percent; and
Julio Quintana, Vice President/Treasurer/Director, 50 percent.

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 terms set forth in the Lease and the right to terminate the Lease.

Background

The Palm Springs North Branch Library has occupied the Premises since its original lease agreement in March 2004, which has been continuously renewed. The County, through ISD, will be

listed as the tenant of the property. The Real Estate Development Division of ISD negotiated and drafted the Lease for the Premises.

Pursuant to the terms and conditions of the Lease, the County will have the following termination rights:

- Early termination of the Lease upon 90 days' written notice to the Landlord, without cause; and
- Landlord will advise the Tenant at least three-hundred and sixty-five (365) days written notice prior to its effective date to vacate the premise if the Landlord decides to "redevelop" the shopping center.

The County's monthly rental payment obligation shall commence upon the effective date of the Lease.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

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

DATE: July 2, 2024

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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
7-2-24

RESOLUTION NO. _____ R-583-24

RESOLUTION APPROVING, PURSUANT TO SECTION 125.031, FLORIDA STATUTES, A LEASE AGREEMENT BETWEEN ADELL INVESTMENTS, INC., AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR OFFICE SPACE TO BE UTILIZED BY THE MIAMI-DADE PUBLIC LIBRARY SYSTEM FOR A PUBLIC LIBRARY, LOCATED AT 17601 NORTHWEST 78 AVENUE, SUITES 107-111, HIALEAH, FLORIDA, FOR A FIVE-YEAR INITIAL TERM, WITH ONE, FIVE-YEAR OPTION TO RENEW, AND HAVING AN ESTIMATED FISCAL IMPACT TO THE COUNTY OF \$3,115,788.01 FOR THE ENTIRE 10 YEAR PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO (1) EXECUTE THE LEASE, (2) EXERCISE ALL RIGHTS CONFERRED IN THE LEASE AND (3) 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, Adell Investments, Inc., a Florida Corporation, ("Landlord") owns the premises located at 17601 NW 78 Avenue, Suites 107-111, Hialeah, Florida (Folio Number 30-2010-000-0011) ("Premises"); and

WHEREAS, the County is authorized, 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 5,336 rentable square feet, to be utilized by the Miami-Dade County Public Library System,

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 (“Lease”) between the County and Landlord, in substantially the form attached hereto as Exhibit “1,” for the use and occupancy of the Premises, to be utilized by the Miami-Dade Public Library System for a public library, with an estimated fiscal impact for the initial five-year term of \$1,424,106.48 and, should the one, five-year option to renew be exercised, an estimated total fiscal impact for the entire 10 year period of \$3,115,788.01, including base rent, janitorial services, recycling, waste disposal services, electricity, pest control, and all other separately metered utilities used by County.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Lease for and on behalf of the County, to exercise all rights conferred therein including but not limited to the right of termination and renewal, 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 **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of July, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JRA

Juliette R. Antoine

Exhibit 1

LEASE AGREEMENT

THIS LEASE AGREEMENT made on the ____ day of _____, 202_ (“Effective Date”) by and between ADELL INVESTMENTS, INC., a Florida corporation, hereinafter called the "Landlord," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord the Demised Premises (“Demised Premises”) described as follows:

The Demised Premises is 5,336 square feet of air-conditioned office space, together with parking spaces in common with other tenants, for the property located at Palm Springs North Shopping Center, 17601 N.W. 78 Avenue, Suites 107-111, Hialeah, Florida 33015 (see Exhibit "A" attached hereto and made a part thereof).

The Palm Springs North Shopping Center is comprised of 31,509 rentable square feet of air-conditioned space. The shopping plaza has the folio number 30-2010-000-0011.

TO HAVE AND TO HOLD unto the said Tenant for an initial term of five (5) years, commencing effective on the first day of the next calendar month following ten (10) days after the date of its adoption by the Miami-Dade County Board of County Commissioners (the “Effective Date”) and expiring five (5) years thereafter (the “Expiration Date”). The Effective Date and the Expiration Date shall be memorialized in a Letter of Commencement sent from Tenant to Landlord; provided, however, execution and delivery of such documentation shall in no event delay, or be required for the effectiveness of, any such dates. The base rent for such initial term shall be payable (in the amounts set forth in the schedule below) in advance on the first day of every month at ADELL INVESTMENTS, INC., 8004 N.W. 154 Street, Suite 243, Miami Lakes, FL 33016,) or such other place and to such other person as LANDLORD may from time to time designate in writing, or, as set forth herein.

During the first (1st) through the fifth (5th) years of the lease, the base rental shall be as follows:

Period (Lease Year)	Monthly Rent	Annual Rent
1	\$14,451.67	\$173,420.00

2	\$14,885.22	\$178,622.60
3	\$15,331.78	\$183,981.28
4	\$15,791.73	\$189,500.72
5	\$16,265.48	\$195,185.74

The rental payment for the month of October, each year, will be processed by the Tenant after the close of the Tenant's fiscal year on September 30th of each year, and which will be paid to Landlord no later than October 31st of each year, and shall not be deemed late. Therefore, the payment for each October may be delayed each year and Landlord is so acknowledging this fact without penalty to Tenant.

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

ARTICLE I USE OF DEMISED PREMISES

The Demised Premises shall be used by Tenant for a Miami-Dade County public library for the performance of work incidental thereto, which will necessarily entail services performed for the general public. Notwithstanding the foregoing, the Tenant has the right to change the use of the Demised Premises, so long as the use remains a public or governmental use.

ARTICLE II CONDITION OF DEMISED PREMISES; TENANT ALLOWANCE

Tenant hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by Tenant, as of the Effective Date of this Lease Agreement. Notwithstanding the foregoing, Landlord agrees to reimburse Tenant Ten Thousand Dollars (\$10,000.00) for Permanent Improvements to the Demised Premises as hereinafter defined (the "Tenant Allowance"). Permanent Improvement shall consist of replacement of the floors within the Demised Premises. Tenant allowance is only for the initial term and will not be applied in the renewal option.

Landlord shall pay the Tenant Allowance to Tenant within thirty (30) days after written notification.

ARTICLE III

UTILITIES

Tenant, during the term hereof, shall pay directly to the utility company and/or to the service provider, all charges for janitorial, recycling, waste disposal services, electricity, exterminator within the Demised Premises, and all other separately metered utilities used by Tenant. Landlord, during the term thereof, shall pay all charges for water used by Tenant.

ARTICLE IV MAINTENANCE

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

- Plumbing and electrical lines, fixtures, and equipment;
- Air-conditioning and heating equipment (referenced in Exhibit "B", HVAC System);
- Preventative maintenance for the Demised Premises;
- Trash and refuse disposal;
- Halls, stairways, elevators, and lavatories;
- Roof and roof leaks;
- Windows, doors and frames;
- Fire equipment, including inspection as required by applicable fire codes;
- Parking area; and
- Landscaping, pathways, sidewalks, and common areas.

Landlord, at its sole cost and expense, shall perform, or cause to be performed, in the Demised Premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) during working hours, the aforementioned services, as described above.

Upon the failure of Landlord to effect repairs or perform the above-stated services pursuant to this Lease Agreement, after fifteen (15) days' written notification to do so by Tenant, Tenant may cause the repairs to be made and deduct such cost from the rental payments due until in each instance, Tenant has fully recovered such costs. In the event of an emergency, Tenant after proper notification to the Landlord and failure of the Landlord to take immediate action, may perform repairs that are the Landlord's responsibility and deduct their cost from the rent. Tenant shall provide to the Landlord documentation evidencing the actual cost of repairs. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner. Tenant shall be responsible for the interior of the Demised Premises including janitorial and custodial services.

Landlord shall be responsible for providing a monthly maintenance contract for air-conditioning maintenance serving the Demised Premises. Landlord shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the shopping center and the Demised Premises upon twenty-four (24) hours prior written notice to Tenant, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of Tenant, Landlord shall be accompanied by an employee of Tenant, except in the event of an emergency. Landlord shall use its best efforts to minimize any interference to Tenant's usage of the Demised Premises during the exercise of any rights granted to Landlord herein. In the event that, because of the act or negligence of Landlord, its employees, agents, or contractors, Landlord shall fail to provide, or cause to be provided, to substantially all of the Demised Premises, air conditioning, plumbing (unless Landlord shall provide other facilities in the building), electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the Demised Premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

ARTICLE V ALTERATIONS BY TENANT

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

ARTICLE VI DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by giving sixty (60) days written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and

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Initials: Landlord JCD; Tenant _____

Tenant shall only be liable to Landlord for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, Landlord shall cause the building and Demised Premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, Tenant shall be entitled to cancel this Lease Agreement by the giving of written notice to Landlord at any time, notwithstanding the commencement of any repairs by Landlord. Tenant shall not be liable for rent during such period of time as the Demised Premises be untenable by reason of fire, windstorm or other casualty.

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

ARTICLE VII DISABLED INDIVIDUALS

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

Landlord further warrants to the best of its knowledge that the Demised Premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. Landlord covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with those requirements at Landlord's cost and expense, except where changes are required as a result of Tenant's change in program or work force.

Landlord agrees to correct any and all violations of the obligations of Landlord under this Section within thirty (30) calendar days of written notice by Tenant of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period,

then Landlord agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same within a reasonable period thereafter.

Landlord recognizes and agrees that, throughout the term of this Lease Agreement, Tenant may in its discretion change its employees or programs which operate from the Demised Premises. Landlord agrees that Tenant may, at Tenant's expense, make such changes to the Demised Premises or the access thereto as may be required by Tenant to accommodate disabled individuals or to provide program accessibility in connection with any such change in Tenant's programs or work force.

ARTICLE VIII NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved into the Demised Premises shall be at the risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property unless caused by or due to gross negligence or willful misconduct of Landlord, Landlord agents or employees.

ARTICLE IX SIGNS

Interior and/or exterior signs will be of the design and form of letter to be first approved by Landlord, the cost of installation to be paid by Tenant. All signs shall be removed by Tenant at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be satisfactorily corrected or repaired by Tenant.

ARTICLE X LANDLORD'S RIGHT OF ENTRY

Landlord or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

ARTICLE XI LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, Landlord agrees that Tenant shall and may peaceably have, hold, and enjoy the Demised Premises above described, without hindrance or molestation by Landlord.

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

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

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

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

ARTICLE XV
INSURANCE

Landlord acknowledges that Tenant is self-insured. As a result, Tenant is not required to provide any type of certificate of insurance to Landlord; however, any contractor(s) performing work on behalf of Tenant shall be required to provide a certificate of insurance prior to entering the Premises.

ARTICLE XVI
ASSIGNMENT OR SUBLET

Tenant shall not assign this Lease Agreement or any part thereof or sublet all or any part of the Demised Premises without prior written consent of Landlord, which shall not be unreasonably withheld. Any assignment or subletting consented to by Landlord shall be evidenced in writing in a form acceptable to Landlord.

ARTICLE XVII
SUCCESSORS IN INTEREST

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

ARTICLE XVIII
NOTICES

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

Tenant:

Landlord:

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

With a copy to:

With a copy to:

County Attorney's Office

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Initials: Landlord JCD; Tenant _____

Miami-Dade County
111 N.W. First Street, 28th Floor
Miami, Florida 33128

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 three (3) business days after the date the notice was given to the courier or deposited in the United States Post Office receptacle, unless proof of earlier delivery is obtained or provided. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XIX
OPTION TO RENEW

Provided Tenant is not otherwise in default of this Lease Agreement and Tenant has not assigned its interest in and to this Lease Agreement, Tenant through its County Mayor or the County Mayor's designee is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option period upon the same terms and conditions, except that base rent shall be as set forth in the table below, and (ii) Landlord shall have no obligation to make any improvements to the Premises (other than Landlord ongoing maintenance, repair and replacement obligations set forth in this Lease Agreement). Other than the foregoing, there shall be no option to further renew this Lease Agreement. Tenant shall provide to the Landlord written notice at least thirty (30) days prior to the expiration of this Lease Agreement of its intention to exercise the renewal option.

Period (Lease Year)	Monthly Rent	Annual Rent
1	\$16,753.44	\$201,041.28
2	\$17,256.05	\$207,072.60
3	\$17,773.73	\$213,284.76
4	\$18,306.94	\$219,683.28
5	\$18,856.15	\$226,273.80

ARTICLE XX
TERMINATION RIGHTS

Tenant, through its County Mayor or the County Mayor's designee, shall have the right to terminate this Lease Agreement, or any portion thereof, at any time by giving Landlord at least ninety (90) days written notice prior to its effective date.

Landlord will advise the Tenant at least three-hundred and sixty-five (365) days written notice prior to its effective date to vacate the premise in the event that the Landlord decides to "redevelop" the shopping center. This notice period will serve as an advance warning to the Tenant, allowing the Tenant sufficient time to prepare for the relocation. Furthermore, once the shopping center has been redeveloped, the Tenant is granted a "first right of refusal" to lease the office space. This means the Tenant has the priority and option to reoccupy the newly developed space before the Landlord offers it to any other potential tenants.

ARTICLE XXI
HEATING, VENTILATION, AND AIR-CONDITIONING

Landlord acknowledges that it is responsible for providing and maintaining, at no cost or expense to Tenant, a good, sufficient, and safe heating, ventilation and air conditioning system to cool and heat the entire Demised Premises uniformly, and sufficient with Tenant use of the Demised Premises. Landlord shall be required to initiate and maintain a commercial HVAC system maintenance contract, which shall call for regular maintenance and service to such systems in accordance with industry standards. The Landlord hereby acknowledges and agrees to secure and maintain an HVAC maintenance and service contract with a third-party vendor. The Landlord is to provide the Tenant the executed service contract with dates of HVAC service maintenance schedule.

ARTICLE XXII
WAIVER OF LANDLORD'S LIEN

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

ARTICLE XXIII
FORCE MAJEURE

Tenant and Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Lease Agreement when prevented from so doing by cause or causes beyond Tenant or Landlord control, excluding filing of bankruptcy, but which shall include, without

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limitation, all labor disputes, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord.

ARTICLE XXIV
LANDLORD'S DEFAULT

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

ARTICLE XXV
WAIVER

If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to Landlord be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to or waiver of Landlord right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXVI
DEFAULT OF TENANT

Except if otherwise provided in this Lease Agreement, if Tenant shall violate or fail to perform any of the conditions, covenants, or agreements herein made by Tenant, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to Tenant by Landlord (except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to Tenant by Landlord) and further, if Tenant shall be diligently attempting to cure such failure to perform any conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as Tenant shall diligently prosecute (such cure), then Landlord may proceed with any remedy available at law or in equity in the State of Florida by such judicial proceedings. All rights and remedies of Landlord under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

ARTICLE XXVII ASSIGNMENT BY LANDLORD

If the interests of Landlord under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, Tenant shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Landlord under this Lease Agreement, and Tenant does hereby agree to attorn to the Purchaser, including the mortgagee under any such mortgage if it be the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the Landlord under this Lease Agreement. The respective rights and obligations of Tenant and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interests, Landlord shall be released and relieved from all liabilities and responsibility to Tenant thereafter accruing under this Lease Agreement or otherwise and Landlord's successor by acceptance of rent from Tenant hereunder shall become liable and responsible to Tenant in respect to all obligations of the Landlord under this Lease Agreement.

ARTICLE XXVIII NON-DISTURBANCE

This Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect

to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until Landlord shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with Tenant wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that this Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as Tenant complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If Landlord shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Landlord and Tenant agree that the terms, conditions, and covenants contained herein shall not be altered or affected by subsequent change in ownership of the Shopping Center building by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the building, whether presently in existence or not, shall be subordinate to this Lease Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the building results in any additional costs to Tenant by material alteration of the terms of this Lease Agreement, Landlord agrees to indemnify Tenant for such costs.

ARTICLE XIX ESTOPPEL CERTIFICATES

Landlord and Tenant agree, at any time and from time to time, upon not less than thirty (30) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

A. certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

B. stating the dates, if any, to which the rent and sums hereunder have been paid by Tenant;

C. stating whether or not to the knowledge of Landlord or Tenant, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and

D. stating the address to which notices to Landlord or Tenant, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by Landlord or Tenant or any prospective purchaser or mortgagee or lessee or assignee of the Shopping Center building, or any part thereof or estate therein.

ARTICLE XXX
AMENDMENT

All amendments to this Lease Agreement must be in writing and signed by Landlord prior to submittal to the Board of County Commissioners.

ARTICLE XXXI
ENVIRONMENTAL QUALITY

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

A. INDOOR AIR QUALITY. Landlord shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "B", entitled HVAC System Preventive Maintenance For Leased Space, applicable to the Demised premises.

B. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the Demised Premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by Tenant or but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before Tenant employees re-enter Tenant premises. Tenant encourages Landlord to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. Landlord shall give Tenant twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. Landlord shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

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

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construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the Demised Space.

D. In the event that the Tenant is required to provide an estoppel certificate, the estoppel certificate shall be provided and/or executed by the County Mayor, or the County Mayors' designee.

ARTICLE XXXII HOLDOVER

If Tenant, with or without Landlord's prior written consent, remains in possession of the Demised Premises after expiration of the term, then such occupancy shall be a tenancy from month to month at a monthly rental, for the first month after expiration of the term, equivalent to one hundred (100%) percent of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided; and for each month after such first month, the monthly rental for such tenancy from month to month shall be equivalent to one hundred (100%) percent of the monthly rental in effect immediately prior to the expiration of the term. In the event of such holding over, all of the terms of this Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXXIII RADON GAS

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

ARTICLE XXXIV GOVERNING LAW

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

ARTICLE XXXV WRITTEN AGREEMENT

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

[Signatures on Next Page; Remainder of Page Intentionally Blank]

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

WITNESS:

LANDLORD:

ADELL INVESTMENTS, INC.
A FLORIDA CORPORATION

Jared L. Quintana
Witness

Julio C. Quintana
Witness

By: Jorge Quintana

(OFFICIAL SEAL)

ATTEST:

TENANT:

MIAMI-DADE COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA

JUAN FERNANDEZ BARQUIN,
CLERK OF COURT AND
COMPTROLLER, BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Daniella Levin Cava
County Mayor

Approved by the County Attorney as
To form and legal sufficiency: _____
Print Name: _____

EXHIBIT "A"



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 09/14/2023

PROPERTY INFORMATION	
Folio	30-2010-000-0011
Property Address	17601 NW 78 AVE MIAMI, FL 33015-3629
Owner	ADELL INVESTMENTS INC
Mailing Address	8004 NW 154 ST #243 MIAMI LAKES, FL 33016-5814
Primary Zone	6200 COMMERCIAL - ARTERIAL
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	
Living Area	
Adjusted Area	31,509 Sq.Ft
Lot Size	133,916 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$2,678,320	\$1,576,860	\$1,576,860
Building Value	\$1,538,579	\$778,358	\$757,785
Extra Feature Value	\$85,496	\$50,782	\$50,782
Market Value	\$4,302,395	\$2,406,000	\$2,385,427
Assessed Value	\$4,053,672	\$2,144,637	\$1,949,670

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$248,723	\$261,363	\$435,757
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION	
10 52 40 3,074 AC M/L	
PORT OF SE1/4 DESC COMM NE COR OF	
SE1/4 OF SEC TH N 87 DEG W	
153,16FT S35,40FT FOR POB TH CONT	
S602.12FT N 87 DEG W 198.32FT WLY	



TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,053,672	\$2,144,637	\$1,949,670
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,302,395	\$2,406,000	\$2,385,427
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,053,672	\$2,144,637	\$1,949,670

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
04/01/2002	\$0	20313-0100	Sales which are disqualified as a result of examination of the deed
08/01/2001	\$1,275,000	19895-1475	Deeds that include more than one parcel
04/01/2000	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

Initials: Landlord JCD; Tenant _____

EXHIBIT "B"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. FILTERS- Applicable to all supply conditioned air to TENANT premises:
 - A. High-efficiency type (ASHRAE rated 8.5%)- preferred- changed every 2 years.
 - B. Electrostatic antimicrobial -minimum acceptable- cleaned every 30 days.
- II. OUTSIDE AIR INTAKE -applicable on all central systems:
 - A. Check for cleanness and operation if motorized louvers- filter preferred- quarterly.
- III. TEMPERATURE AND HUMIDITY- Temperature 73-78 degrees- Humidity 50-60%:
 - A. ASHRAE generally accepted comfort zone for South Florida.
 - B. Check controls and verify temperature and humidity are at or near guidelines- monthly.
- IV. AIR HANDLER- Separate type or self-contained in AC package unit as applicable:
 - A. Clean coils and check for leaks and loose connections- check quarterly.
 - B. Lubricate fan motors and check belts- quarterly.
 - C. Check air intake and exhaust - quarterly.
 - D. Check fan motors for overheating and vibration- quarterly.
 - E. Check structural frame for sturdiness- quarterly.
 - F. Check and clean contact points in switches- quarterly.
 - G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
 - H. Check, remove trash, and clean condensate drain and trap- quarterly.
- V. COMPRESSOR- Separate or self-contained in AC package unit as applicable:
 - A. Check for indication of leakage- monthly.
 - B. Check pressure and temperature - quarterly.
- VI. PUMPS as applicable:
 - A. Inspect belts for damage, tension, and alignment- quarterly.
 - B. Check bearings and seals (motor and pump)- quarterly or semi-annually.
 - C. Check phase voltage and impeller- yearly.
- VII. COOLING TOWER as applicable:
 - A. Check water level- minimum monthly- prefer weekly.
 - B. Check oil level in gear reducers- monthly.
 - C. Check for leaks and excessive noise or vibration- monthly.
 - D. Check water quality/chemical treatment- monthly.
- VIII. BUILDING EXTERIOR:
 - A. Check for water infiltration into walls or above ceilings to prevent mold and mildew quarterly.

IX. CEILING TILES:

A. Check and replace any ceiling tile that shows water stains to prevent mold spores quarterly.

X. SUPPLY AND RETURN AIR DUCTS:

A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers- yearly. If they are dirty, then clean the ducts.