



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
LEASE AGREEMENT**

LEASE NO.: 760-0514

THIS LEASE AGREEMENT, entered into this ____ day of ____, 20__, Between The City of Coral Gables, party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is 59-6000293, and the

State of Florida Department of Highway Safety and Motor Vehicles
Division of Driver Licenses
Bureau of South Field Operations

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

<u>4520 Ponce De Leon Blvd.</u>	<u>Coral Gables</u>	<u>33146</u>	<u>Miami-Dade</u>
(Name of Building)	(City)	(Zip Code)	(County)

Florida, described as follows:
4520 Ponce De Leon Blvd.
Coral Gables, FL 33146

which shall constitute an aggregate area of 3,355 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises approximately 100% of the 3,355 net square feet in the building at the rate of (\$ See Attached Monthly Rental Rate Schedule) per square foot per year. The Lessor shall also provide 10 parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of June, 2009 to and including the 31st day of May, 2010.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of See Attached Rental Rate Agreement (\$ See Attached Monthly Rental Rate Schedule) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at

<u>P.O. Box 141549</u>	<u>Coral Gables, FL</u>	<u>33114-1549</u>
(Address)	(City)	(Zip Code)

III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1.a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

b. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degree Fahrenheit during the heating and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.

*2. The Lessee agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessee.

3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.

IV LIGHT FIXTURES

1.a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

*b. The Lessee shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot-candles in halls and corridors; 30 foot-candles in other public areas; a minimum of 50 foot-candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

***VI UTILITIES**

That the Lessee will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

* These are the only Articles in which the word "Lessor" can be changed to "Lessee" by the Lessee without authorization from the Division of Facilities Management. (Rule 60H-1.003 Florida Administrative Code)

VII ACCESSIBILITY STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the "Americans with Disabilities Act of 1990."

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property. (See also attached Addendum III - Indemnification)

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, action have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

XIII WAIVER OF DEFAULTS

The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

XV BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI ACKNOWLEDGMENT OF ASSIGNMENT

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

XVII TAXES AND INSURANCE

1. Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

XVIII AVAILABILITY OF FUNDS

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

XIX USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

XX RENEWAL

The Lessee is hereby granted the option to renew this lease for an additional (5) one year periods upon the same terms and conditions and as specified on attached "Monthly Rental Rate Schedule." If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.

XXI RIGHT TO TERMINATE

The Lessee shall have the right to terminate, without penalty, this lease in the event a State owned building becomes available to the Lessee for occupancy upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

XXII NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

P.O. Box 141549 Coral Gables, FL 33114-1549
(Street) (City) (Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

2900 Apalachee Parkway, B-341, MS 24 Tallahassee, FL 33299-0500
(Street) (City) (Zip Code)

Invoices, in triplicate, shall be submitted monthly to: 2900 Apalachee Parkway, A-418-H2, MS 22, Tallahassee, FL 33299-0500

XXIII DEFINITION OF TERMS

(a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.

(b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIV ADDITIONAL TERMS

(Check One)

☒ All additional covenants or conditions appear on attached Addenda I through IV.

☐ No additional covenants or conditions form a part of this lease.

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

ANY LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness AS TO LESSOR		LESSOR, IF INDIVIDUAL (S): _____ (SEAL) _____ Print or Type Name _____ (SEAL) _____ Print or Type Name
Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness As to President, General Partner, Trustee		Name of Corporation, Partnership, Trust, etc.: City of Coral Gables By: _____ (SEAL) Its President, General Partnership, Trustee ATTEST: _____ (SEAL) Its Secretary
Signed, sealed and delivered in the presence of: _____ Witness Signature Bryan Bradner Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness AS TO LESSEE		LESSEE: STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES By: _____ Deana Metcalf Print or Type Name _____ Director of Administrative Services Print or Type Title
APPROVED AS TO CONDITIONS AND NEED THEREFORE DEPARTMENT OF MANAGEMENT SERVICES _____ Chief, Real Property Administrator, Division of Real Estate Development and Management _____ Director Division of Real Estate Development and Management APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES By: _____ _____ Print or Type Name APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF HSAUV By: _____ _____ Print or Type Name APPROVAL DATE: 3/4/09

APPROVED AS TO FORM 03/30/09
 LOURDES ALFONSIN
 ASST. CITY ATTORNEY

MM 1145-RM

MONTHLY RENTAL RATE SCHEDULE

Lease No. 760:0514

Square Feet: 3,355

Effective 06/01/09

<u>TERM</u>	<u>AMOUNT PER SQ.FT./ YR.</u>	<u>MONTHLY RENTAL</u>
First Year 06/01/09 - 05/31/10	\$29.12	\$8,141.46
Renewal Option 1 06/01/10 - 05/31/11	\$30.58	\$8,549.66
Renewal Option 2 06/01/11 - 05/31/12	\$32.10	\$8,974.62
Renewal Option 3 06/01/12 - 05/31/13	\$33.71	\$9,424.75
Renewal Option 4 06/01/13 - 05/31/14	\$35.40	\$9,897.25
Renewal Option 5 06/01/14 - 05/31/15	\$37.17	\$10,392.11



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

DISCRIMINATION

REQUIRED ADDENDUM I

LEASE NUMBER: 760:0514

An entity who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

Deen
Lessee

Lessor

3/6/09
Date

Date



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

PUBLIC ENTITY CRIME STATEMENT

REQUIRED ADDENDUM II

LEASE NUMBER: 760:0514

Public Entity Crime Statement: 287.133 Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Lessor

Date



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

INDEMNIFICATION

ADDENDUM III

LEASE NUMBER: 760:0514

Within the limitations of and subject to the provisions of Florida Statute §768.28, the Lessee agrees to indemnify and hold harmless the City, its members, officers, employees and agents, from any claim, loss expense (including attorneys' fees and costs of defense) or damage to persons or property which may arise against City for reason of any occurrence attributable to any act, omission, or neglect of the Lessee, arising out of, relating to or resulting from the use of the leased space by the Lessee, or its employees or agents.

State of Florida
Department of Highway Safety and Motor
Vehicles

Lessor Signature



Lessee Signature

(SEAL)



STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT
Addendum IV

Lease No: 760:0514

Authority: Paragraphs 255.249(4)(h)(i), 255.01 F.S.

Check One: ☐ Privately Owned ☐ Entity Holding Title ☒ Publicly ☐ Owned

Name of Entity: CITY OF CORAL GABLES

Name of Facility: FLORIDA DIVISION OF DRIVER LICENSES BUREAU

Facility Location: 4520 PONCE DE LEON BLVD.

City: CORAL GABLES County: MIAMI-DADE Zip: 33134

Total Net Rentable Square Footage in Building: 3,355

Federal Identification No. (F.I.N. or S.S.N.): 59-6000293

**PUBLICLY OWNED FACILITIES COMPLETE THIS AND SIGNATURE PORTION ONLY:
IS THIS FACILITY FINANCED WITH LOCAL GOVERNMENT OBLIGATIONS OF ANY TYPE?**

☐ YES ☒ NO

This is to certify that the following individual(s) or entity holds 4% or more interest and/or the following public official(s), agent(s) or employee(s) holds any interest in the property or in the entity holding title to the property being leased to the State.

This is to certify that all beneficial interest is represented by stock in a corporation registered with the Securities and Exchange Commission or is registered pursuant to Chapter 517, Florida Statutes, which stock is for sale to the general public.

☐ Yes ☒ No

If entity is a Corporation (not registered with the Securities and Exchange Commission), provide information for any individual holding 4% or more interest in the Corporation. If no one holds more than 4% then so state.

Name: N-A

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

(Attach additional pages if necessary)

Lease No.: 760:0514

The equity of all others holding interest in the above named property totals: _____.

If a public official, agent or employee provide:

Name of individual: _____

Name of public agency: _____

Position held: _____

If Owner(s) is an Individual:

(Print or Type)

(Manual Signature)

(Print or Type)

(Manual Signature)

Date Signed: _____

If Owner(s) is Corporation,
Partnership, Trust, etc:

CITY OF CORAL GABLES
Print or Type Name Corporation, Partnership,
Trust, etc.

CORPORATE
SEAL

Authorized Signature

This is to certify that I, PATRICK G. SALERNO, as CITY MANAGER,
(Print or Type Name) (Print or Type Title)
am authorized to sign for the required information thereon.

Date Signed: _____

Disclosure Statement

Additional Page

Lease No.: 760:0514

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name: _____

Home Address: _____

Principal Occupation: _____

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Name: _____

Home Address: _____

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Occupational Address: _____

Percent of Interest: _____



State of Florida
DEPARTMENT OF
HIGHWAY SAFETY AND MOTOR VEHICLES

ELECTRA THEODORIDES-BUSTLE
Executive Director

CHARLIE CRIST
Governor

BILL McCOLLUM
Attorney General

ALEX SINK
Chief Financial Officer

CHARLES H. BRONSON
Commissioner of Agriculture

August 6th, 2008

Jeremy Douglas
Property Consultant
Division of Real Estate Services
Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway, B-341, MS 24
Tallahassee, FL 32399-0500

Ron Van Eyk
Assistant Public Works Director
City of Coral Gables, FL
C/O
Ray Vorsteg
Facilities Analyst
City of Coral Gables, FL
Via e-mail at: rvorsteg@coralgables.com

Dear Mr. Van Eyk,

Please consider this revised request for a one year lease agreement, with five, one year renewal options for the currently occupied Driver Licenses facility located at 4520 Ponce DeLeon Blvd., Coral Gables, Florida. We request that a new lease be executed with the standard Department of Management Services Lease Form, as per state statute, and subject to the same conditions as previously agreed upon in lease number 760:0336 which expires 5/31/09. Per Mr. Vorsteg's proposal, please consider a new rate to commence 6/1/09 at \$29.12 / sq. ft. / year to be applied to the 3355 sq. ft. for a total of \$8,141.47 / month, and subsequent renewal options to be scheduled at 5% annual increases (See attached rate schedule).

Please commence with presenting this proposal to the Property Advisory Board for approval, and keep me apprised of any developments regarding its execution. Thank you.

Sincerely,


Jeremy Douglas

jd / encl.

MONTHLY RENTAL RATE SCHEDULE

Lease No. 760:0514

Effective 06/01/09

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Renewal Option 3 06/01/12 - 05/31/13	\$33.69	\$9,420.42
Renewal Option 4 06/01/13 - 05/31/14	\$35.37	\$9,890.12
Renewal Option 5 06/01/14 - 05/31/15	\$37.13	\$10,383.30



STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT
Addendum IV

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IS THIS FACILITY FINANCED WITH LOCAL GOVERNMENT OBLIGATIONS OF ANY TYPE?

☐ YES ☒ NO

This is to certify that the following individual(s) or entity holds 4% or more interest and/or the following public official(s), agent(s) or employee(s) holds any interest in the property or in the entity holding title to the property being leased to the State.

This is to certify that all beneficial interest is represented by stock in a corporation registered with the Securities and Exchange Commission or is registered pursuant to Chapter 517, Florida Statutes, which stock is for sale to the general public.

☐ Yes ☒ No

If entity is a Corporation (not registered with the Securities and Exchange Commission), provide information for any individual holding 4% or more interest in the Corporation. If no one holds more than 4% then so state.

Name: N-A

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

Name: _____

Home Address: _____

Principal Occupation: _____

Occupational Address: _____

Percent of Interest: _____

(Attach additional pages if necessary)

The equity of all others holding interest in the above named property totals: _____.

If a public official, agent or employee provide:

Name of individual: _____

Name of public agency: _____

Position held: _____

If Owner(s) is an Individual:

(Print or Type)

(Manual Signature)

(Print or Type)

(Manual Signature)

Date Signed: _____

If Owner(s) is Corporation,
Partnership, Trust, etc:

CITY OF CORAL GABLES
Print or Type Name Corporation, Partnership,
Trust, etc.

CORPORATE
SEAL

Authorized Signature

This is to certify that I, PATRICK G. SALERNO, as CITY MANAGER,
(Print or Type Name) (Print or Type Title)
am authorized to sign for the required information thereon.

Date Signed: _____