

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2026-93**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA APPROVING A LEASE BETWEEN THE CITY OF CORAL GABLES, AS TENANT, AND THE GONZALEZ 2020, LLC AS LANDLORD REGARDING THE PROPERTY LOCATED AT 2020 PONCE DE LEON BOULEVARD, SUITE 1007, CORAL GABLES, FLORIDA FOR A PERIOD OF THREE (3) YEARS FOR THE PURPOSE OF RELOCATING NUMEROUS STAFF MEMBERS OF THE PUBLIC WORKS' PROJECT MANAGEMENT DEPARTMENT.

**WHEREAS**, to allow for the on-going restoration of City Hall which requires temporary relocation of City staff, the City (the "Tenant") has identified office space located at 2020 Ponce de Leon Boulevard, Suite 1007 (the "Premise"); and

**WHEREAS**, the Premises consists of 1,643 square feet of office space; and

**WHEREAS**, Tenant and Landlord have negotiated terms for lease of the Premises, included in the proposed Lease in substantially the form attached as Exhibit "A", which includes the following key terms:

- a three (3) year term commencing approximately mid-May with one two (2) year renewal term with annual rent escalations of 3.0% consistent with the adjustments in the initial term.
- an annual base rent of \$88,639.85 (\$53.95 PSF) escalating by three and a half percent (3.0%)
- no security deposit;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:**

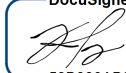
**SECTION 1.** That the foregoing "**WHEREAS**" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

**SECTION 2.** That the Lease is hereby approved in substantially the form attached hereto as Exhibit “A”, with such modifications as may be approved by the City Manager and City Attorney, consistent with the Commission’s intent.

**SECTION 3.** That this Resolution shall become effective upon the date of its passage and adoption herein.

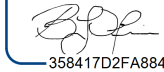
PASSED AND ADOPTED THIS FOURTEENTH DAY OF APRIL, A.D., 2026.  
(Moved: Fernandez / Seconded: Anderson)  
(Unanimous Voice Vote)  
(Agenda Item: D-10)

APPROVED:

DocuSigned by:  
  
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VINCE LAGO  
MAYOR

ATTEST:

DocuSigned by:  
  
358417D2FA884FF...  
BILLY Y. URQUIA  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

DocuSigned by:  
  
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CRISTINA M. SUAREZ  
CITY ATTORNEY

## LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2026 (the "**Effective Date**") by and between THE GONZALEZ 2020, LLC, a Florida limited liability company (the "**Landlord**"), and the CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida (the "**Tenant**").

**1. PREMISES.** In consideration of the rents, mutual covenants and agreements set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord Unit 1007 of 2020 Ponce Condominium, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 27020, Page 4875, of the Public Records thereof, together with an undivided interest in the common elements thereof as more particularly set forth therein (as amended, from time to time and together with all rules and regulations and by-laws of the Association, the "**Declaration**"), and situated at 2020 Ponce de Leon Boulevard, Coral Gables, FL 33134 (the "**Building**"), which Unit (inclusive of its undivided common area interest allocation) is 1,643 rentable square feet as more particularly shown on the floor plan attached hereto as **Exhibit "A"** (the "**Premises**") The Premises includes the non-exclusive right in common with the other tenants of the Building, to use and occupy the "**Common Areas**" (as hereinafter defined) on and subject to the terms and conditions hereinafter set forth. As used herein the term "Common Areas" shall mean and include all entrances, lobbies, corridors, stairways, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, sidewalks, driveways, landscaped areas, and all other areas or improvements that may be provided by Landlord or the Association (as defined below) for the common use of tenants in the Building, located in, on, adjacent to or under the Building. The Building and the Common Areas are collectively referred to herein as the "**Project**." Notwithstanding anything in this Lease to the contrary, any statement of square footage set forth in this Lease, or that may have been used in calculating any of the economic terms hereof, is an approximation which Landlord and Tenant agree is reasonable, and no economic terms based thereon shall be subject to revision whether or not the actual square footage is more or less The parties acknowledge that the Premises is located within the Building. To the extent that any work, services or obligations required to be performed or provided by Landlord under this Lease are, in fact, the responsibility of the "**Association**" (as defined in the Declaration) pursuant to the Declaration, then Landlord shall use commercially reasonable efforts to enforce its rights under the Declaration to cause the Association to perform such obligations. Additionally, to the extent that any consent or approval required to be obtained from Landlord under this Lease also requires the consent or approval of the Association or any other party under the Declaration, Landlord shall use commercially reasonable efforts to obtain such consent or approval from the applicable party. Except as required by law applicable to the Premises or the terms of the Declaration, Landlord shall not consent to any amendment or modification to the Declaration that would (i) unreasonably increase Tenant's obligations or liability, (ii) unreasonably decrease Tenant's rights under this Lease or the Declaration, or (iii) otherwise materially and adversely affect Tenant's rights under this Lease, the use or enjoyment of the Premises, or Tenant's access to or use of the Common Areas, without Tenant's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

**2. LEASE TERM; CONDITION OF PREMISES.** The Landlord shall deliver possession of the Premises to Tenant clean and free of all debris and free and clear of all tenancies on the Effective Date. Tenant acknowledges that it had the opportunity to fully inspect the Premises and that upon acceptance of delivery, it shall be deemed to accept the Premises AS IS and without representation or warranty by Landlord as to the condition, use or occupancy which may be made thereof, except as may be expressly set forth herein, and subject to Landlord's obligations in Section 9(b) below. The date on which such possession is actually delivered to Tenant shall be deemed the "**Commencement Date**". The term of this Lease (the "**Lease Term**") shall be for a period of thirty-six (36) months, commencing on the Commencement Date, and expiring on the last day of the thirty-sixth (36<sup>th</sup>) month following the

Commencement Date, unless the Lease Term is renewed as provided under this Lease, in which event, this Lease shall expire at the end of such exercised renewal period(s). Landlord represents and warrants to Tenant that (i) Premises and, to its knowledge, the Common Areas comply with all applicable Laws (as hereinafter defined) in effect as of the Effective Date, including, but not limited to, the Americans with Disabilities Act of 1990, 42 U.S.C. §§12101 et seq. (1990) (“ADA”), (ii) that the Premises and this Lease do not violate any covenants, declarations, or restrictions of record, and (iii) that there are no agreements, exclusives, restrictions or prohibitions affecting the Premises or this Lease that limit, conflict or otherwise interfere with Tenant’s use of the Premises or other rights under this Lease.

**3. BASE RENT.** Tenant shall pay to Landlord “**Base Rent**” in monthly installments, as follows:

<b>Period</b>	<b>Monthly Base Rent</b>	<b>Annual Base Rent</b>
Lease Year 1	\$7,386.65	\$88,639.85
Lease Year 2	\$7,608.46	\$91,301.51
Lease Year 3	\$7,837.11	\$94,045.32

This Lease is intended to be a “gross lease” such that the payment of Base Rent covers the cost of Landlord’s insurance, taxes, and all operating expenses, including, without limitation, any assessments levied under the Declaration. Tenant shall pay monthly Base Rent commencing on the Commencement Date. Tenant shall pay Base Rent in advance in equal monthly installments on the first day of each and every calendar month during the Lease Term; provided, however, that if the Commencement Date commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord a pro rata portion of Base Rent for that portion of the calendar month remaining from the Commencement Date to the first day of the next following calendar month. Each twelve (12) month period commencing on Commencement Date or any anniversary thereof is referred to herein as a “**Lease Year**”. Base Rent shall be paid by electronic funds transfer to the bank instructions provided by Landlord; provided, however, that the first two (2) payments of Rent may be made by check. Landlord shall deliver to Tenant on a monthly basis a statement of rent due prior to the first day of each calendar month during the Term. For purposes of this Lease, “**Rent**” means Base Rent and any other amounts due to Landlord hereunder.

If Tenant fails to pay any Base Rent within five (5) days of the date when due, then Landlord may charge Tenant a late fee equal to four percent (4%) of such past due payment.

**4. EXISTING FURNITURE.** As of the Commencement Date and continuing throughout the expiration of this Lease Term, as extended, Tenant shall have the right to use the furniture, fixtures, and equipment identified on **Exhibit “B”** attached hereto and made a part hereof by this reference (collectively, the “**Existing Furniture**”), which is currently located within the Premises as of the Commencement Date. Tenant accepts the Existing Furniture in their “as is” condition as of the Commencement Date. At the expiration or earlier termination of this Lease, Tenant shall surrender the Existing Furniture to Landlord in its then-existing “as is” condition.

**5. OPTION TO RENEW.** Following the initial Lease Term, Tenant shall have one option, subject to the below provisions, to extend the Lease Term for a period of two (2) years (the “**Extended Lease Term**”), so long as Tenant is not in default beyond applicable notice and cure periods at the time Tenant exercises its option to extend the Lease Term. The Extended Lease Term shall be on and subject to all of the same terms, covenants and conditions as herein contained. The Base Rent payable during the Extended Lease Term shall increase annually by three percent (3%) of the prior year’s Base Rent. The option for an Extended Lease Term shall be exercised only by written notice from Tenant to Landlord given not less than one hundred eighty (180) days prior to the expiration of the term then in effect. Additionally,

Tenant shall provide Landlord at least one hundred eighty (180) days prior written notice if Tenant does not intend to exercise the option to renew this Lease; provided, however, that Tenant's failure provide such notice of nonrenewal shall not constitute a default nor affect the termination of this Lease upon expiration. The phrases "Lease Term," "term of this Lease," "Term" and similar phrases, as used in this Lease shall mean the initial Lease Term and any exercised Extended Lease Term, as appropriate.

**6. USE OF PREMISES**

(a) During the Lease Term and any renewals or extensions of this Lease, Tenant may use and occupy the Premises for operation of an office and uses ancillary thereto. Landlord acknowledges that Tenant presently intends to use the Premises for an office, and in connection therewith, may operate and maintain on the Premises such office equipment and other facilities for the use by its employees, personnel, and agents, as the Tenant may deem necessary, desirable or convenient for the conduct of its business. Landlord represents that Tenant's use of the Premises as an office is permitted by current zoning ordinances and any other comprehensive land use requirements. In the event such zoning ordinances or comprehensive land use requirements are altered or revised such that the Tenant's use of the Premises as an office is no longer permitted, Tenant at its option, may terminate this Lease upon thirty (30) days prior written notice to Landlord. Upon such termination this Lease shall become null and void and neither Landlord nor Tenant shall have any remaining obligations hereunder, except for those obligations that expressly survive termination hereunder.

(b) Tenant shall have the sole discretion to determine the days and business hours during which it operates within the Premises, including the right to open or close for business on a temporary or permanent basis, provided that Tenant continues to timely pay all amounts due under this Lease and otherwise complies with terms of this Lease. Tenant shall have exclusive use of and full-time access to the Premises twenty-four (24) hours per day, seven (7) days per week, year-round. Tenant may also operate the Premises for its permitted use up to twenty-four (24) hours per day.

**7. ENVIRONMENTAL COMPLIANCE.**

(a) During the Term of this Lease, Tenant shall comply with all Environmental Laws (as hereinafter defined) applicable to the operation or use of the Premises. Tenant shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Substances (as hereinafter defined) on the Premises or the Building, or transport or permit the transportation of Hazardous Substances to or from the Premises or the Building except for limited quantities of household cleaning products and office supplies used or stored at the Premises and required in connection with the routine operation and maintenance of the Premises, and in compliance with all applicable Environmental Laws.

(b) "**Hazardous Substances**" as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including, without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act and the Occupational Safety and Health Act, as well as gasoline or any other petroleum product or byproduct, polychlorinated biphenyls, asbestos and urea formaldehyde. "**Environmental Laws**" as such term is used in this Lease means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or Hazardous Substances.

(c) Tenant shall indemnify, defend, and hold harmless Landlord from and against any third-party claims, damages, liabilities, or costs (including reasonable attorneys' fees and disbursements) to the

extent arising directly from the presence of Hazardous Substances on the Premises caused by the negligence or willful misconduct of Tenant, its agents, employees, or contractors during the Term; provided, however, that Tenant shall have no obligation to indemnify Landlord to the extent such claims, damages, liabilities, or costs arise from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. In no event shall Tenant be responsible for the presence or release of any Hazardous Substances in, on, under, or about the Premises not directly caused by Tenant or its agents, employees, or contractors.

(d) Landlord represents and warrants to Tenant that (i) to the best of Landlord's knowledge, there are no Hazardous Substances in, on or under the Premises or the Building, including, without limitation, asbestos or mold, and (ii) Landlord has received no notice, whether oral or written, of the presence or release of any Hazardous Substances in, on, under or about the Premises or the Building.

**8. TAXES.** Landlord shall pay and discharge prior to their delinquency, all real estate taxes and assessments for public improvements, now or hereinafter assessed or levied against the Premises during the term of this Lease, and all penalties and interest thereon.

**9. MAINTENANCE.**

(a) **By Tenant.** Tenant shall, at its sole cost and expense, maintain the interior, non-structural portions of the Premises in good repair and condition (excepting ordinary wear and tear and loss by fire or other casualty), including, without limitation, interior walls (excluding structural components), ceilings, interior doors, locks, hardware, lighting fixtures, switches, outlets, and electric, water, gas, plumbing and sewer, fire alarm, sprinkler, life-safety, heating and ventilation, mechanical, and other building systems (collectively, the "**Building Systems**") exclusively serving the Premises; provided, however, that Tenant's responsibility for any single repair or replacement shall be limited to and not exceed three hundred and fifty dollars (\$350.00), and Landlord shall be solely responsible for the cost of any repair or replacement that costs in excess of such amount, except where such repairs are required as a result of Tenant's gross negligence, in which event Tenant shall be responsible for the subject repairs. In addition and notwithstanding the foregoing, Tenant's responsibility for any single repair to the HVAC System, as defined hereinafter, that exclusively serves the Premises, shall be limited to and not exceed seven hundred fifty dollars (\$750.00), and Landlord shall be responsible, at Landlord's sole cost and expense, for all repairs and replacements to the HVAC System in excess of such amount. The parties acknowledge that Tenant will be responsible for providing janitorial services for the interior Premises.

Tenant shall be responsible, at Tenant's sole cost and expense, for (i) all routine, preventative maintenance of the heating, ventilation and air conditioning system exclusively serving the Premises ("**HVAC System**"), including filter replacement, inspections, cleaning, and servicing in accordance with manufacturer recommendations, and (ii) repairs to the HVAC System arising solely due to (y) Tenant's failure to perform such routine, preventative maintenance or (z) Tenant's gross negligence or willful misconduct. Tenant shall perform its obligations under this Section 9(a) in a good and workman-like manner.

(b) **By Landlord.** Landlord shall exercise commercially reasonable efforts to cause the Association to make all repairs and replacements, whether foreseen or unforeseen, ordinary or extraordinary, and do such other things as may be required to maintain all of the following enumerated common elements in good working order and condition, and to keep such common elements clean and free of all refuse and rubbish, dust and dirt: (i) the foundation on, footings, concrete slab, structural columns, structural beams, load-bearing and exterior walls, demising walls, structural floors (excluding floor coverings), structural supports, roof, roof membrane, and roof covering (collectively, the "**Building Structure**"), (iii) all of the doors and the windows of the Premises, (iv) all utility lines not exclusively serving the Premises and those exclusively serving the Premises up to and including the point of connection

into the Premises, (v) Building Systems not exclusively serving the Premises whether located within or outside the Premises, and (vi) all other maintenance, repairs or replacements that are not Tenant's responsibility as set forth in Section 9(a) above. Notwithstanding the foregoing, with respect to any areas outside the Premises, to the extent the Association is not responsible for any repair, replacement, or maintenance item described in this Section 9(b), and Tenant is not otherwise responsible for such item pursuant to Section 9(a) or any other provision of this Lease, then Landlord shall be responsible, at its sole cost and expense, for such repair, replacement, or maintenance. Landlord shall be responsible, at its sole cost and expense, for any damage to the Premises caused by the gross negligence or willful misconduct of Landlord, or its agents, employees or contractors. Landlord represents and warrants to Tenant that to its knowledge as of the Commencement Date, the Building Systems, including, but not limited to, the HVAC System, and the structural components of the Premises are in good working order and condition. Landlord agrees to maintain and repair the following kitchen appliances currently located within the Premises, at its sole cost and expense: (i) microwave, and (ii) refrigerator.

**10. COMPLIANCE WITH AUTHORITIES.** Notwithstanding anything to the contrary contained in this Lease, Landlord shall exercise commercially reasonable efforts to cause the Association to be responsible for compliance with any requirements of any board of fire underwriters or similar body relating to the Premises and Building and any other law, rule, statute, regulation, code, or ordinance of any governmental agency or body having jurisdiction over the Building (collectively, "**Laws**"). Landlord hereby covenants and agrees, at its sole expense, to maintain, or cause to be maintained, the Premises in compliance with all applicable Laws, including but not limited to, the ADA. Landlord hereby agrees that Tenant shall have no responsibility for failure of the Premises, Building, or Common Areas to comply with applicable Laws which are in effect and applicable to the Premises, Building, or Common Areas as of the Effective Date, except for the gross negligence or willful misconduct of Tenant. Tenant hereby covenants and agrees, at its sole expense, to comply with all applicable Laws relating to Tenant's use and occupancy of the Premises, provided that Tenant shall not be required to modify or otherwise improve the Premises unless required as a result of and specifically related to (i) any action taken by Tenant in violation of applicable Laws or the Declaration and during the Term or (ii) any leasehold improvements performed by Tenant.

**11. UTILITIES AND SERVICES; PARKING AND ACCESS CARDS.**

(a) Landlord agrees to furnish the Premises with heat and air conditioning, elevator services, if installed, water, sanitary sewer, trash removal, gas, and power and electric current for lighting, ordinary office equipment and business appliances. If any utilities provided to Tenant are separately metered, Tenant shall pay all costs associated with the usage of such utilities directly to the utility service provider and all costs of telephone installations and internet service.

Notwithstanding anything to the contrary contained in this Lease, if Tenant cannot reasonably use the Premises or any portion thereof for Tenant's intended business operations by reason of any interruption in services to be provided by Landlord that is not the result of a casualty or condemnation, and Tenant does not in fact use the Premises, and such condition exists for more than five (5) consecutive business days, then all Rent payable hereunder shall be equitably abated for that portion of the Premises that Tenant is unable to use for Tenant's intended business operations after said fifth (5th) business day until such service is restored to the Premises. Tenant shall not, however, be entitled to any abatement of Rent payable hereunder if the interruption or abatement in service or the failure by Landlord to furnish such was beyond the control of Landlord. Except in the case of an emergency, the Landlord will give Tenant at least five (5) business days prior notice if Landlord intends to interrupt any services required to be furnished by the Landlord. Landlord shall insure that any such interruptions are minimized to the extent possible. If the interruption of services is caused by the Association, Landlord shall use commercially reasonable efforts to cause the Association to promptly restore the interrupted services. Such efforts shall include, without

limitation, promptly notifying the Association of the issue, following up regularly, and taking any reasonable steps available to Landlord under the Declaration.

(b) During the Lease Term, as extended, and subject to the Declaration, Tenant shall have the right, at no additional cost, to use the following seven (7) designated parking spaces within the Building: 249, 250, 253, 255, 257, 259, and 261 (collectively, the “**Parking**”). Subject to the Declaration, the Parking granted herein shall not be reduced during the Lease Term, as extended. Subject to the Declaration, Landlord shall not reassign or charge additional sums for Parking during the Lease Term, as extended. Tenant’s use of Parking shall be subject to all reasonable rules and regulations applicable to the Building.

(c) Subject to the Declaration and any revisions and amendments thereto, Landlord shall provide Tenant with seven (7) building access cards (the “**Access Cards**”), at no additional cost, for use by Tenant to access the Premises and applicable portions of the Building. Landlord shall deliver the Access Cards to Tenant no later than the Commencement Date. Subject to the Declaration and any revisions and amendments thereto, Landlord shall not revoke or charge additional sums for the Access Cards during the Lease Term, as extended. In the event of any interruption or malfunction of the access card system that prevents Tenant from accessing the Premises or applicable portions of the Building, Landlord shall use commercially reasonable efforts to restore access without undue delay.

## 12.

### **ALTERATION OF PREMISES; SIGNAGE.**

(a) Tenant may make alterations and improvements to the interior of the Premises which do not (i) require the consent of the Association, (ii) require any municipal permits or approvals, (iii) cost in excess of \$50,000.00 in the aggregate per year or (iv) affect the Building Structure or Building Systems in a material manner, without the prior written consent of Landlord. Subject to the rights of the Association and the requirements of the Declaration, in the event that Landlord’s consent is required hereunder, such consent shall not be unreasonably withheld or delayed following Tenant’s submission of plans and specifications for approval. All such alterations and improvements shall be performed in a good and workmanlike manner and in compliance with all applicable Laws. All alterations and improvements made by Tenant that remain in the Premises at the expiration of this Lease shall become the property of Landlord.

(b) Tenant may, without Landlord’s consent, install temporary partitions, shelves, bins, equipment, trade fixtures and other personal property in the Premises. These items shall remain Tenant’s property and may be removed by Tenant prior to the expiration or earlier termination of this Lease. Tenant shall repair any damage to the Premises caused by such removal.

(c) Landlord approves the installation by Tenant of fiber optic cabling to service the Premises, subject to approval by the Association and/or the Board, if required, and Landlord agrees to use commercially reasonable and diligent efforts to obtain such approval from the Association and/or the Board, as applicable.

(d) Tenant shall have the right to, at its sole cost and expense, to the extent permitted by the Declaration (i) install one (1) exterior sign on the front of the Building immediately above the Premises in the maximum size and configuration allowed by the Association and applicable Laws, (ii) display Building standard signage upon entry of the Premises, (iii) display such signage that Tenant may consider necessary or desirable on the interior of the Premises, and (iv) place prominent, visible signage on any pylon, monument or multi-tenant signs on the Building. Landlord shall exercise commercially reasonable efforts to cause the Association to provide Tenant with Building standard lobby directory signage.

**13. MUTUAL INDEMNIFICATION.**

(a) Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, damages, causes of action, liability, costs and expenses in connection with loss of life, bodily injury and/or damage to personal property to the extent arising directly from or out of Tenant's use or occupancy of the Premises or otherwise occasioned by any negligent act or willful misconduct of Tenant, its agents, employees, or contractors. Notwithstanding anything herein to the contrary, Landlord shall remain solely liable for Landlord's and its affiliates', employees', agents' and contractors' own gross negligence and willful misconduct.

(b) Landlord will indemnify, defend and save Tenant harmless from and against any and all claims, damages, causes of action, liability, costs and expenses in connection with loss of life, bodily injury and/or damage to personal property to the extent arising directly from or out events occurring on or from the Premises, including, without limitation, the construction, maintenance, repair, use or occupancy of the Premises by Landlord or otherwise occasioned by any negligent act or willful misconduct of Landlord or its affiliates, or the agents, employees, or invitees of Landlord or its affiliates. Notwithstanding anything herein to the contrary, Tenant shall remain solely liable for Tenant's and its affiliates', employees', agents' and contractors' own gross negligence and willful misconduct.

**14. INSURANCE; WAIVER OF SUBROGATION.**

(a) **General Liability Insurance - Tenant.** Tenant shall at all times during the Term of this Lease and at its own cost and expense procure and continue in force a policy of commercial general liability insurance (also known as broad form comprehensive general liability insurance), insuring against liability for bodily injury, property damage and personal injury arising out of the use, operation or occupancy of the Premises in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Tenant shall name as additional insureds Landlord, Landlord's lender (if requested by Landlord in writing), and the Association and any property manager for the Building (if requested by Landlord in writing).

(b) **Property Insurance – Tenant.** Tenant shall procure and maintain at all times during the Term of this Lease at its sole cost and expense, "all risk" property insurance coverage, with standard exceptions, covering its fixtures, equipment and personal property located on the Premises, together with insurance against vandalism and malicious mischief. Landlord shall have no interest in the proceeds of insurance maintained by Tenant and will sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Tenant.

(c) **Worker's Compensation – Tenant.** Tenant shall maintain worker's compensation insurance as required by applicable Laws.

(d) **Insurance – Landlord.** Landlord agrees to insure the Premises and all improvements owned by Landlord, but excluding anything insured by Tenant above or by the Association, against loss or damage by any perils covered by a standard broad form "all risk" property insurance policy in an amount equal to the full replacement value. Landlord shall also use commercially reasonable efforts to cause the Association to maintain commercial general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the Common Areas, portions of the Building not leased to Tenant and the sidewalks and areas adjacent to the Premises to the minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate, for any personal injury, death or property damage. To the extent, applicable, Landlord shall provide to Tenant upon written request a certificate of insurance reflecting such coverage carried by Landlord.

(e) **General Insurance Requirements.** All insurance policies required to be carried hereunder shall be issued by insurance companies having a rating of at least A-VI, as set forth in the most recent issue of "Best's Insurance Guide." All policies obtained by Landlord or Tenant under the terms of this Lease shall have an effective coverage date which is the same as the Commencement Date. Any party may satisfy its obligations regarding insurance pursuant to an umbrella policy. Notwithstanding the foregoing, Landlord's existing insurance policy with Bankers Insurance, which is rated B++, shall be deemed compliant with this Lease, and Landlord shall not be required to replace the insurer or the policy.

(f) **Certificates of Insurance.** On or before the Commencement Date, Landlord and Tenant shall each deliver to the other certificates of the insurance required to be maintained hereunder. Landlord and Tenant shall also deliver to each other at least five (5) days prior to the expiration date of such policy or policies (or of any renewal policy or policies), certificates for renewal policies of such insurance. In the event either Landlord or Tenant receives notice of cancellation or other material change in the insurance policies required hereunder, such party shall immediately forward a copy of such notice to the other party.

(g) **Subrogation.** Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant hereby release each other and each other's agents, officers and employees of liability and responsibility, and each hereby waives any and every claim which arises or may arise in its favor against the other party hereto during the Term of this Lease, for any loss or damage that may occur to their respective property (including, but not limited to the Premises), arising from any cause that (i) would be insured against under the terms of any property insurance required to be carried hereunder, or (ii) is insured against under the terms of any property insurance actually carried by Landlord or Tenant, regardless of whether it is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of the claim, including but not limited to the negligence of Landlord or Tenant or their agents, officers and employees, and shall apply regardless of the extent of the actual coverage (for example, each party shall be responsible for any deductible, co-insurance or self-insurance with respect to the insurance maintained by that party). Landlord and Tenant hereby agree to give to each insurance company which has issued property insurance covering the Premises written notice of the terms of such mutual waivers, if required by the terms of such policies, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such mutual waivers.

(h) **Self Insurance.** Under Section §768.28 of the Florida Statutes, the state and its agencies and subdivisions are authorized to be self-insured, enter into risk management programs, or purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment which they may be liable to pay pursuant to this Section 14. It is understood and agreed that the Tenant is a qualified self-insured governmental entity, and as such shall evidence insurance or self-insurance subject to the limitations of liability as set forth under Section §768.28 of the Florida Statutes for any insurance required to be procured and maintained under Section 14 or any other insurance provisions of this Lease.

**15. MECHANIC'S LIENS.** Tenant shall not suffer or permit any mechanic's liens or materialman's liens to be filed against the Premises or the Building with respect to work or services performed or materials furnished to Tenant or the Premises. If any such liens are filed, Tenant shall cause same to be released within thirty (30) days after Tenant's receipt of written notice of the filing of such lien by bonding or other reasonable method.

**16. LANDLORD'S RIGHT OF ENTRY.** At reasonable times during normal business hours, Landlord or its agents shall have the right to enter the Premises in order to examine it, perform its obligations under this Lease, or to show it to lenders, ground lessors, purchasers, or within the last twelve (12) months prior to the expiration or earlier termination of this Lease, to prospective tenants. Landlord, however, must provide Tenant not less than forty-eight (48) hours prior written notice (except in cases of emergency) and

must use commercially reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

**17. CONDEMNATION, FIRE AND OTHER CASUALTY.**

(a) If the Building, the Common Areas, the Premises or any material portion thereof is taken by eminent domain or conveyed in lieu thereof, and such taking renders the Premises wholly untenable or the use of the Common Areas is impaired to the extent resulting in a material interference with the operations of Tenant's business or access to the Premises, then this Lease shall terminate as of the date when possession thereof is required to be surrendered, and all rights and obligations of Tenant in and under this Lease shall immediately cease and terminate, except for the obligations that expressly survive termination. If only a portion of the Premises, Building, or Common Areas is taken and the remainder is reasonably suitable for Tenant's continued use and occupancy, and the Lease is not otherwise terminated under Section 18(b) below, then this Lease shall continue in full force and effect, provided that Rent shall be equitably abated to reflect the portion of the Premises rendered untenable or the extent of the impairment to Tenant's use. Subject to the terms and conditions of the Declaration and the rights of the Association, Landlord shall, at its sole cost and expense, promptly restore the remaining Premises to a condition as nearly as reasonably possible to that existing immediately prior to such taking, and shall use commercially reasonable efforts to cause the Association to restore the remaining portions of the Project, as applicable, in accordance with the Declaration.

All awards or proceeds from any taking shall belong to Landlord, except that Tenant shall be entitled to make a separate claim against the condemning authority for the value of Tenant's leasehold interest, unamortized costs of leasehold improvements made at Tenant's expense, relocation expenses, loss of business, and other damages recoverable under applicable Law.

(b) If the Premises or the Building is damaged by fire or other casualty and (i) the Premises are rendered wholly unsuitable for Tenant's continued use; (ii) the damage occurs during the final twelve (12) months of the Term; (iii) the estimated cost of repair or restoration as estimated by a contractor, architect or other construction consultant selected by Landlord and Tenant, exceeds 1/3 of the full replacement cost of the Building and/or the Premises (whichever is applicable); or (iv) the estimated time to complete restoration exceeds one hundred eighty (180) days from the date of the casualty, as determined by a contractor, architect or other construction consultant selected by Landlord and Tenant, then either Landlord or Tenant may terminate this Lease by written notice to the other within thirty (30) days after the date of the casualty or receipt of the applicable estimate, whichever is later. Such termination shall be effective as of the date of the casualty, and any prepaid Rent shall be promptly refunded to Tenant. If the Lease is not terminated, subject to the terms and conditions of the Declaration and the rights of the Association, Landlord shall, at its sole cost and expense, promptly restore the Premises (excluding any alterations or improvements made by Tenant at its expense) to substantially the condition existing immediately prior to the casualty, and shall use commercially reasonable efforts to cause the Association to restore the remaining portions of the Project, as applicable, in accordance with the Declaration.. Rent shall be equitably abated during the period of untenability in proportion to the portion of the Premises rendered unusable by Tenant for the conduct of its business. If Landlord fails to substantially complete restoration within two hundred ten (210) days following the casualty, Tenant shall have the right to terminate this Lease by written notice to Landlord at any time prior to substantial completion of such restoration. Notwithstanding the foregoing, if insurance proceeds attributable to Tenant's alterations or improvements (constructed at Tenant's sole cost) are made available to Tenant, Tenant shall be responsible for restoring such improvements, provided that Rent shall continue to abate during such restoration so long as Tenant is diligently pursuing completion. If Landlord does not restore the Premises, Tenant shall retain all insurance proceeds attributable to such Tenant improvements.

Notwithstanding the foregoing provisions of this Section 18(b), in the event that insurance proceeds applicable to improvements or alterations constructed by Tenant at its expense are made available to Tenant, Tenant shall be responsible for restoring such tenant improvements and alterations; provided, however, that Base Rent and Rent abatement shall continue during such period of restoration so long as Tenant is diligently pursuing the completion of such restoration. In the event that Landlord does not restore the Premises, Tenant shall retain all insurance proceeds applicable to such tenant alterations and improvements constructed by Tenant at its expense. In the event such insurance proceeds are not available to Tenant despite Tenant's good faith efforts to obtain them, Tenant shall not be obligated to restore such alterations or improvements, and Landlord shall have no claim to such improvements or proceeds.

**18. REMEDIES IN THE EVENT OF DEFAULT.**

(a) The following shall constitute an "**Event of Default**" hereunder: (i) Tenant fails to make payment of any installment of Base Rent or other sum payable by Tenant hereunder within ten (10) days after receipt of written notice of non-payment; (ii) Tenant fails to perform any other provision of this Lease on Tenant's part to be performed and fails to cure such failure within thirty (30) days after receipt of written notice, or if such breach cannot reasonably be cured within such thirty (30) day period, such longer period of time as may be reasonably required, so long as Tenant is diligently prosecuting such cure to completion; (iii) a petition in bankruptcy is filed by or against Tenant (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding); or (iv) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within sixty (60) days of its appointment.

Upon the occurrence of an Event of Default, Landlord shall have the option to pursue any one of the following remedies:

- (i) Terminate this Lease and re-enter and retake possession by legal process, and declare immediately due and payable the entire amount of the Base Rent then remaining to be paid under this Lease for the balance of the lease term, adjusted to present value at six percent (6%) per annum, less the fair rentable value of the Premises for the balance of the term also adjusted to present value at the rate of six percent (6%) per annum; or
- (ii) Terminate Tenant's right of possession without terminating this Lease and re-enter and retake possession by legal process, expel Tenant and remove all property therefrom and re-let the Premises for the Tenant's account and receive the rent therefrom. Tenant shall thereafter be obligated to pay to Landlord an amount equal to the Rent due under this Lease for the remaining Term, less the amount of any rent from any substitute tenant, together with the Landlord's out-of-pocket costs of re-letting including, without limitation, the alterations, redecorating and reasonable and customary real estate broker's fees and commissions.

Landlord shall use commercially reasonable and good faith efforts to mitigate its damages. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the foregoing remedies provided upon an Event of Default by Tenant shall not be deemed or construed to constitute a waiver of such default or the ability to select which remedy Landlord desires.

(b) In the event Landlord is in default under the terms of this Lease, Tenant may provide written notice of such default to Landlord. Upon the expiration of thirty (30) days following the giving of

such notice, if Landlord (i) has failed to cure such default or (ii) in the case of a default (other than the payment of money) which by its nature cannot reasonably be cured within such thirty (30) day period, Landlord does not within such 30-day period commence to cure the default, and thereafter diligently pursue and complete the cure in a reasonable period of time, then in either such event, (a) Tenant may exercise all rights and remedies available at law and in equity, and (b) if such failure materially interferes with Tenant’s business operations or poses a threat to the health and safety of Tenant or its invitees, Tenant may take reasonable actions to remedy the default and perform the obligations of Landlord which have not been fully or properly performed. Landlord shall reimburse Tenant, upon written demand, for all reasonable costs and expenses actually incurred by Tenant in connection with the foregoing self-help right plus interest at twelve percent (12%) per annum. If Landlord fails to reimburse Tenant within thirty (30) days of Tenant’s written demand, Tenant may set off such amount against future Rent payments due under this Lease. The remedies of Tenant under this Lease are cumulative.

(c) The aforementioned thirty (30) day period of time permitted for Landlord to cure its default and the periods of time permitted for Tenant to cure defaults hereunder shall be extended if the default cannot be cured within the time period allowed herein, so long as such party is diligently and continuously attempting to cure.

(d) The cure periods set forth in this Section 18 shall be extended for any period of time during which the defaulting party is delayed in, or prevented from, curing due to force majeure events outside the reasonable control of the defaulting party, including, without limitation, fire or other casualty, acts of God, strikes, pandemics, lockouts, shortages of labor or materials, wars, insurrections, terrorism, civil disorder, embargoes, declaration of national emergencies, power shortages or outages, enactment, adoption, or promulgation of new laws, or the application or enforcement of laws. Notwithstanding the foregoing, there shall be no extended period in which to cure a monetary default.

**19. NOTICES.** All notices, demands and requests which may be given or which are required to be given by either party to the other must be in writing. All notices, demands and requests by Landlord or Tenant shall be addressed as follows (or to such other address as a party may specify by duly given notice from time to time):

RENT PAYMENT ADDRESS:	THE GONZALEZ 2020, LLC VIA Electronic Funds Transfer to account to be provided.
	ATTN: Ernesto Gonzalez 14262 SW 15 <sup>th</sup> Street Miami, FL 33184
	Tax ID# 27-1009985

LEGAL NOTICE ADDRESS FOR LANDLORD	THE GONZALEZ 2020, LLC ATTN: Ernesto Gonzalez 14262 SW 15 <sup>th</sup> Street Miami, FL 33184
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WITH A COPY TO: Rennert Vogel Mandler & Rodriguez, P.A.  
100 S.E. Second Street, 29th Floor  
Miami, Florida 33131  
Attention: Ronald J. Rojas, Esq.  
Email: [rrojas@rvmlaw.com](mailto:rrojas@rvmlaw.com)

TENANT: THE CITY OF CORAL GABLES  
405 Biltmore Way  
Suite 100  
Coral Gables, FL 33134  
Attn: Cristina Suarez, City Attorney

WITH A COPY TO: HOLLAND & KNIGHT LLP  
701 Brickell Ave, Suite 3300  
Miami, FL 33131  
Attn: Vivian de las Cuevas-Diaz

Notices, demands or requests which Landlord or Tenant are required or desire to give the other hereunder shall be deemed to have been properly given for all purposes if (i) sent by registered or certified mail, return receipt requested, postage prepaid or (ii) delivered, by hand, or (iii) sent by national recognized overnight courier service such as FedEx. Each such notice, demand or request shall be deemed to have been received upon the earlier of the actual receipt or refusal by the addressee. The parties shall notify the other of any change in address, which notification must be at least fifteen (15) days in advance of it being effective. Notices may be given on behalf of any party by such party's legal counsel.

**20. ASSIGNMENT AND SUBLETTING.** Provided it does so in accordance with the terms of the Declaration, Tenant shall have the right to sublet all or any portion of the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld. Each such sublease shall be subject and subordinate to this Lease and Tenant shall remain liable for the performance of all of its covenants and agreements under this Lease. Notwithstanding the foregoing, Tenant shall not assign this Lease in whole or in part without the prior written consent of Landlord, which consent shall not be unreasonably withheld as long as such assignment does not violate the terms of the Declaration; provided that, without the consent of Landlord, Tenant may assign this Lease to any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant, and Tenant may (i) reorganize, merge or restructure its departments, divisions, or functions, including creating or dissolving subordinate entities; (ii) enter into intergovernmental agreements, partnerships, or cooperative arrangements with other governmental entities for use of the Premises; and (iii) take any actions required to comply with applicable public law or governmental requirement as long as such assignment complies with the terms of the Declaration. In the event an assignment requires Landlord's consent, Tenant shall request Landlord's consent in writing and within thirty (30) days after service of such request, Landlord shall notify Tenant that it consents or refuses to consent to the sublease or assignment. Any assignment or sublet of this Lease, in whole or in part, shall not release Tenant of its obligations hereunder.

**21. ESTOPPEL.** Upon at least ten (10) business days' prior written notice, Tenant shall execute and deliver to Landlord, or to any person or entity designated by Landlord, a written estoppel certificate stating: (a) whether this Lease is unmodified and in full force and effect, or, if modified, describing such modifications; (b) the date through which Rent and other charges have been paid; (c) whether Landlord is in default under this Lease, and, if so, the nature of such default; (d) Tenant's notice address; (e) that this Lease is subject and subordinate to all mortgages affecting the Premises (subject to

Section 26 below); (f) that Tenant has accepted the Premises; and (g) such other matters as Landlord may reasonably request. Landlord and any owner, purchaser, lender, or prospective lender may rely on such certificate. Tenant acknowledges that timely delivery is important and that failure to deliver the certificate within such 10-day period may cause Landlord damage. If Tenant fails to deliver the certificate on time, the matters set forth in the requested certificate shall be deemed true. Landlord shall not request such estoppel certificate more than once during any calendar year; provided, however, that this limitation shall not apply to requests made (i) in connection with Landlord's financing or sale of the Premises, or (ii) during any period in which Tenant is in default under this Lease beyond applicable notice and cure periods.

**22. ATTORNEY'S FEES.** In the event of any legal or equitable action arising out of this Lease, each party shall bear its own costs and expenses, including, without limitation, its own attorneys' fees, incurred in connection with such action.

**23. GOVERNING LAW.** This Lease shall be governed by the laws of the state in which the Premises are located.

**24. QUIET ENJOYMENT.** Landlord represents and covenants that Landlord owns the Premises in fee simple, and has full right, power and authority to enter into this Lease for the term herein granted without the need for any additional consent, and Landlord covenants and agrees with Tenant that upon Tenant paying the Base Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Demised Premises, free from any interference or molestation.

**25. HOLDING OVER AND SURRENDER OF PREMISES.** A holdover beyond the expiration of the Term shall operate as an extension of this Lease from month to month on the same terms and conditions as herein provided, except for duration and that the Base Rent shall be 125% of the amount of the Base Rent due and payable hereunder for the last full month of the Term. Such extended term may be terminated either by Landlord or Tenant by giving 30 days' written notice to the other. This Section shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, provided, however, Landlord's monetary remedies for such holdover shall be limited to collection of holdover rental as specified above. At the expiration of the Term or any holdover, Tenant shall surrender to Landlord the Premises to Landlord in broom clean and in good condition (ordinary wear and tear and damage by casualty, condemnation and other causes beyond the reasonable control of Tenant, excepted), and shall remove all of its personal property and trade fixtures, including any signs, notices and displays. Tenant shall perform all repairs made necessary by the removal of any such personal property and trade fixtures, prior to the expiration of the Term of this Lease.

**26. SUBORDINATION TO MORTGAGES.** This Lease shall be subordinate to the lien of any existing mortgage or deed to secure debt upon the Premises or the, Building; provided that such subordination is made upon the conditions that (a) in the event of foreclosure or other action taken under the mortgage, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not have committed a default (which is not cured during the applicable notice or grace periods or which was not previously waived by Landlord) and (b) Landlord agrees to deliver to Tenant, at no cost to Tenant and upon execution of this Lease (and Tenant hereby agrees to execute) a non-disturbance agreement (or a similar agreement which provides Tenant the same substantive rights as are contained therein) from any lender or other holder of a superior interest to or on the Premises. No subordination shall be effective upon Tenant as relates to any future lenders of Landlord unless and until Tenant has been provided, at no cost to Tenant, a non-disturbance agreement or other similar form acceptable to Tenant. The word "mortgage", as used herein, includes a mortgage, deed of trust or other similar instrument and any modification, extension, or renewal thereof.

**27. WAIVER OF LANDLORD'S LIEN.** Landlord hereby waives any lien rights which it may otherwise have concerning Tenant's property, which shall include furniture, fixtures, equipment, any and all equipment and/or supplies utilized by Tenant in its business operations, and Tenant shall have the right to remove the same at any time without Landlord's consent.

**28. SUCCESSORS AND ASSIGNS.** This Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Landlord and Tenant.

**29. BROKERS.** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Each party agrees to indemnify, defend, and hold the other against all claims for brokerage commissions or other compensation for services rendered at its instance in connection with this transaction.

**30. PARTIAL INVALIDITY.** If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**31. TIME; RIGHTS CUMULATIVE.** Time is of the essence of this Lease. All rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

**32. WAIVER OF CONSEQUENTIAL, SPECIAL AND PUNITIVE DAMAGES.** Neither Landlord nor Tenant is liable to the other under, or in connection with, this Lease for any consequential, special or punitive damages, and both Landlord and Tenant waive, to the full extent permitted by law, any claim for consequential, special or punitive damages.

**33. WAIVER OF TRIAL BY JURY.** To the extent permitted by applicable Law, Landlord and Tenant each hereby waive the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

**34. ENTIRE AGREEMENT; INTERPRETATION.** This Lease contains the entire agreement between the parties and cannot be amended unless the amendment is in writing and executed by the party against whom the enforcement of the amendment is sought. Sectional headings in this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions hereof.

**35. COUNTERPARTS.** This Lease may be executed electronically or otherwise in any number of counterparts via electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**36. PUBLIC RECORDS.** Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Landlord acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the Tenant in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the Tenant for such disclosure and/or production. Landlord also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession

on behalf of the City. Furthermore, Landlord agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

**37. SOVEREIGN IMMUNITY.** Landlord and Tenant acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against Tenant other than claims arising out of this Lease. Specifically, Landlord acknowledges that it cannot and will not assert any claims against Tenant, unless the claim is based upon a breach by Tenant of this Lease. Furthermore, Landlord understands that it has no right and will not make any claims based upon any of the following: (i) claims based upon any alleged breach by Tenant of warranties or representations not specifically set forth in this Lease; (ii) claims based upon negligence or any tort arising out of this Lease; (iii) claims upon alleged acts or inaction by Tenant, its elected officials, attorneys, administrators, consultants, agents, or any Tenant employee; or (iv) claims based upon an alleged waiver of any of the terms of this Lease. Nothing in this Lease is intended to (a) estop or affect Tenant's exercise of its regulatory or (b) operate as a waiver of Tenant's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28. Tenant retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority.

**38. RADON GAS.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS 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 REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

**39. LIMITATION OF LIABILITY.** In the event of any default or breach by Landlord under this Lease or arising in connection herewith, Tenant's remedies shall be limited solely and exclusively to the interest of Landlord in the Premises. Notwithstanding any contrary provision herein, Landlord shall not be liable under any circumstances for injury or damage to, or interference with Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

**40. STATUS OF PREMISES AS A CONDOMINIUM.** Notwithstanding anything in this Lease to the contrary notwithstanding, Tenant acknowledges that all the Common Areas are subject to the control and management of the Association. Notwithstanding anything in this Lease to the contrary notwithstanding, Tenant agrees at all times to comply with the Declaration and all present or future rules and regulations, governing the Association (as may be amended from time to time) and all rules and regulations promulgated by the Association, which are or may become applicable to the Premises, and Tenant waives any claim against Landlord for any expense or damage resulting from required compliance with same. This Lease is contingent upon approval of Tenant by the Association, if required; and Tenant shall be solely responsible for applying for such approval, and for completing all required information and application documentation and for the payment of any and all fees and deposits required by the Association in connection with Tenant's application for and occupancy of the Premises. Tenant acknowledges receipt from Landlord of a copy of the Declaration..

**41. MISCELLANEOUS.** The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. All exhibits attached to this Lease, if any, are hereby incorporated in and made a part hereof. Landlord and Tenant each certify that it is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and that it is not engaged in this transaction,

directly or indirectly on behalf of any such person, group, entity or nation. Each party agrees to defend, indemnify and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing certification; this indemnity shall survive expiration or earlier termination of this Lease.

(Remainder of Page intentionally left blank)

**THE PARTIES HERETO** have executed this Lease as of the Effective Date.

**LANDLORD:**

**THE GONZALEZ 2020, LLC**, a Florida limited liability company

By: Ernesto Gonzalez  
Name: Ernesto Gonzalez  
Title: Managing Member

**TENANT:**

**CITY OF CORAL GABLES**, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
Name: Peter Iglesias  
Title: City Manager

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

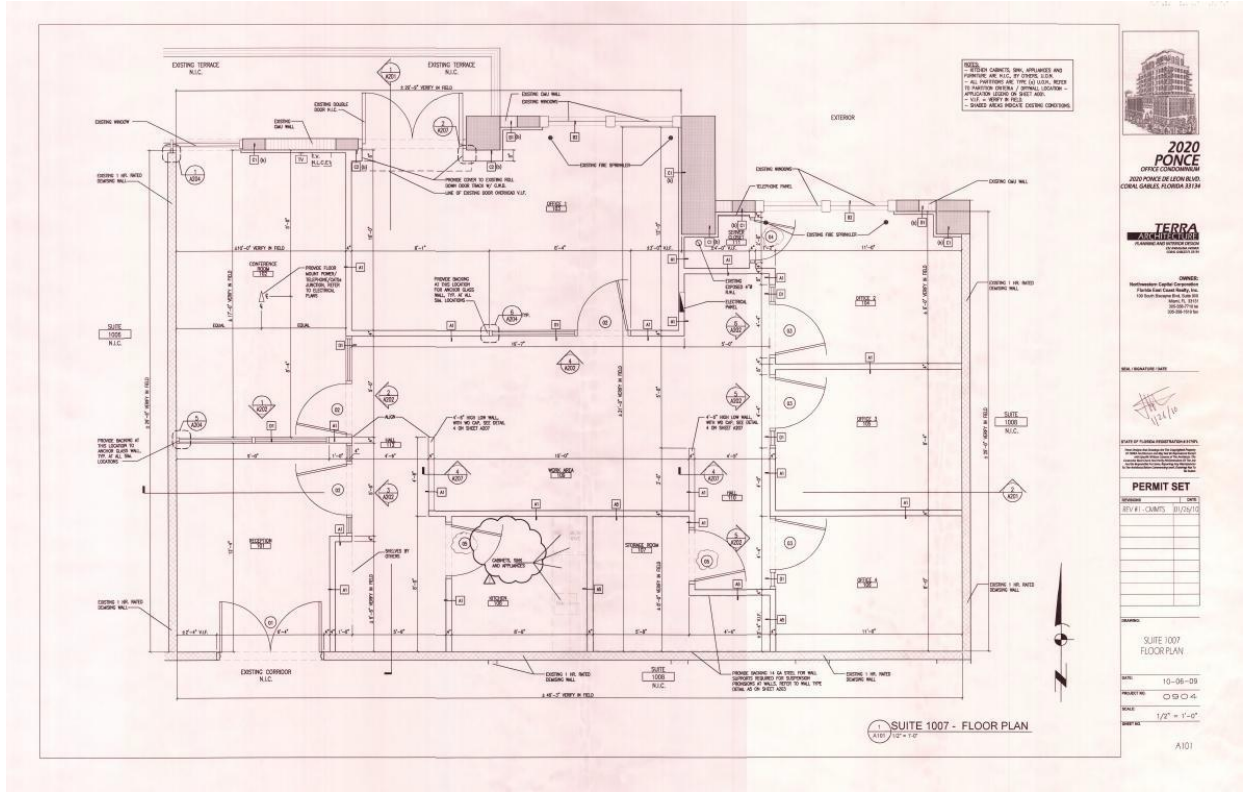
By: \_\_\_\_\_  
Name: Cristina Suarez  
Title: City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Name: Billy Urquia  
Title: City Clerk

# EXHIBIT "A"

## Floor Plan of Premises



**EXHIBIT "B"**

FURNITURE INVENTORY

- Three counter stools (Kitchen)
- Two gray armchairs (reception area)
- One small glass coffee table (reception area)
- Crystal credenza (reception area)
- Conference room table with eight armchairs (conference room)
- Credenza (conference room)
- Big screen TV unit and sound system (conference room)
- A second TV at the main office
- 15 Sail boats pictures hanging around the office
- 5 electric shades with controls (provided any electric shades not in working order shall have been converted to manual shades by Landlord, at Landlord's sole cost and expense, by the Commencement Date)
- 2 manual shades in main office