

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2019-269**

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING TO ENTER INTO A PARKING LEASE AGREEMENT WITH GABLES PROJECTS, INC., WITH REGARD TO THE SURFACE LOT LOCATED AT THE 300 BLOCK OF ARAGON AVENUE, CORAL GABLES, (FOLIO NO. 03-4108-006-3430), FOR A PERIOD OF FIVE (5) YEARS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Gables Projects, Inc., a Florida Corporation (the “Landlord”), owns a parking lot located on the 300 Block of Aragon Avenue, Coral Gables, FL (Folio No. 03-4108-006-3430) (The “Lot”), and wants to enter into a Lease with the City of Coral Gables (the “City”); and

**WHEREAS**, pursuant to Resolution No. 2015-259, the City entered into a Lease with the Tenant effective February 1, 2016 through January 31, 2019 for the Lot; and

**WHEREAS**, in 2015, the Lot, which is located one block north of Miracle Mile and one block south of Giralda Avenue, was consolidated with City-owned parking lot #3 to produce approximately 15 additional parking spaces in the Downtown, where parking is in demand; and

**WHEREAS**, in 2015, the City invested \$120,000 to consolidate and renovate the lots, resulting in \$40,000 of improvements to the Lot; and

**WHEREAS**, the Tenant and City propose a lease with the following terms: starting on October 1, 2019, a five (5) year lease term at a base rent of \$19,923.75 per month for FY 19-20, with an increase of 5% to the base rent (\$20,258.44 per month) for the remaining four (4) years of the lease term; and

**WHEREAS**, the Lease Agreement will continue to enable the City to address some of the City’s parking needs in the area, as well as enhance the parking experience for the public; and

**WHEREAS**, Tenant may, at least one (1) year prior to the expiration of the initial Lease Term, deliver notice to the City of its request to renew this Lease for a period of five (5) additional years, at 103% of the expiring lease rent rate, with 3% increases in base rent each year thereafter. Upon receiving notice of Tenant’s request to renew the Lease, the City will have fifteen (15) days, at its sole discretion, to either accept or reject the Tenant’s Lease renewal request notice; and

**WHEREAS**, on August 22, 2019, the Parking Advisory Board reviewed the proposed terms and recommended the City enter a lease with the Tenant;

**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.** The City Commission does hereby authorize the City Manager to execute the Lease with the Landlord, in substantial form, with such modifications to the forms attached hereto as Exhibit “A” as may be approved by the City Manager and City Attorney that are necessary to implement the intent of this resolution.

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

PASSED AND ADOPTED ON THIS TENTH DAY OF SEPTEMBER, A.D., 2019.

(Moved: Keon / Seconded: Lago)

(Yeas: Mena, Fors, Jr., Keon, Lago, Valdes-Fauli)

(Unanimous: 5-0 Vote)

(Agenda Item: I-6)

APPROVED:

  
RAÚL VALDÉS-FAULI  
MAYOR

ATTEST:

  
BILLY Y. URQUIA  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
MIRIAM SOLER RAMOS  
CITY ATTORNEY

LEASE  
between  
GABLES PROJECTS, LLC (Landlord)  
and  
CITY OF CORAL GABLES (Tenant)

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of this 1st day of October, 2019 (the "Effective Date"), by and between and Gables Projects, LLC, a Florida limited liability company (the "Landlord"), whose address for the purposes hereof is 2655 LeJeune Road #711, Coral Gables, FL 33134 and the City of Coral Gables, a municipal corporation existing under the laws of the State of Florida, (the "Tenant" or the "City"), whose address for purposes hereof is 405 Biltmore Way, Coral Gables, Florida 33134.

### WITNESSETH:

In consideration of the payments of rents and other charges provided for in this Lease, the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

#### **I. PREMISES:**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon the terms and conditions hereinafter set forth the parking lot located on the 300 block of Aragon Avenue, Coral Gables, Florida 33134 with a tax folio number of 03-4108-006-3430 (the "Premises").

#### **II. TERM:**

The Lease shall be for a term of five (5) years (the "Term" or "Lease Term") commencing on October 1, 2019 (the "Rent Commencement Date"), and expiring at the end of the Lease Term (September 30, 2024) (the "Termination Date") unless terminated or extended as provided in the Lease . There shall be no delay in the commencement of the Term, of this Lease and there shall be no delay or abatement of the payment of "Rent(s)" (as hereinafter defined) where Tenant fails to occupy the Premises, nor shall same operate to extend the initial Term beyond the agreed expiration date hereof . All provisions of this Lease shall be in full force and effect upon the Effective Date.

#### **III. CONDITION OF PREMISES "AS IS":**

Tenant acknowledges and agrees that it has previously inspected the Premises and conducted its own due diligence with regard to the conditions of the Premises and is accepting the Premises in "as is" condition. Landlord makes no representations as to the "Permitted Use" (as hereinafter defined) or suitability of the Premises for the Permitted Use. Tenant further acknowledges and agrees that the taking of possession of the Premises by Tenant shall be conclusive evidence against Tenant that the Premises were in satisfactory condition when possession was taken.

#### **IV. RENT:**

Commencing on the Rent Commencement Date, and continuing throughout the Term of the Lease, Tenant agrees to pay Landlord "Base Rent" on a gross rent basis with no additional charges for taxes, insurance or other expenses, payable in monthly installments as follows:

	<b>Base</b>	<b>Base</b>
	<b>Monthly</b>	<b>Yearly</b>
<b>Lease Year</b>	<b>Rent</b>	<b>Rent</b>
<b>FY 19-20</b>	\$ 19,293.75	\$ 231,525.00
<b>FY 20-21</b>	\$ 20,258.44	\$ 243,101.25
<b>FY 21-22</b>	\$ 20,258.44	\$ 243,101.25
<b>FY 22-23</b>	\$ 20,258.44	\$ 243,101.25
<b>FY 23-24</b>	\$ 20,258.44	\$ 243,101.25

each payment to be made without any offset or deduction whatsoever, in lawful money of the United States of America, at Landlord's address or elsewhere as designated from time to time by Landlord's written notice to Tenant.

The Base Rent, as set forth above, plus sales tax, is payable in advance on the first day of each month during the Term, the first such installment being due on the Rent Commencement Date (and subsequent installments on the first day of each month thereafter throughout the Term) . Notwithstanding the foregoing, if the Rent Commencement Date commences on any day of a month other than the first day, Tenant shall pay Landlord "Rent" (as hereinafter defined) for such commencement month upon the Rent Commencement Date on a pro rata basis (such proration to be based on the actual number of days in the month that the Rent Commencement Date begins) . Rent for any partial month of occupancy at the end of the Term will be prorated based on the actual number of days in such partial month. The term "Rent" as used in this Lease shall mean Base Rent, plus sales tax, any and all applicable tax, and all other charges and costs due by Tenant to Landlord under this Lease. The term "Lease Year" as used in this Lease shall mean the twelve (12) consecutive month period commencing on October 1<sup>st</sup> of each calendar year.

Without waiving other available rights and remedies, Tenant shall be required to pay Landlord twelve percent (12%) interest per annum on any Rent due that remains unpaid for five (5) days after its due date. Said interest will be computed from the due date.

**V. CONDITIONAL RENEWAL:**

Provided Tenant is not in default on the Termination Date of the Term of this Lease and is not in default under the terms of this Lease, Tenant may, at least one (1) year prior to the expiration of the initial Lease Term, deliver notice to Landlord of its request to renew this Lease for a period of five (5) additional years beginning on the 1st day following the last day of the initial Lease Term and ending on the last day of the fifth anniversary of the Lease Termination Date (the "Renewal Period") upon the same terms and conditions herein except that the total Base Rent payable during the Renewal Period shall be as follows:

	<b>Base</b>	<b>Base</b>
	<b>Monthly</b>	<b>Yearly</b>
<b>Lease Year</b>	<b>Rent</b>	<b>Rent</b>
<b>FY 24-25</b>	\$ 20,866.19	\$ 250,394.29
<b>FY 25-26</b>	\$ 21,492.18	\$ 257,906.12
<b>FY 26-27</b>	\$ 22,136.94	\$ 265,643.30
<b>FY 27-28</b>	\$ 22,801.05	\$ 273,612.60
<b>FY 28-29</b>	\$ 23,485.08	\$ 281,820.98

Upon receiving notice of Tenant's request to renew the Lease, the Landlord will have fifteen (15) days, at its sole discretion, to either accept or reject the Tenant's Lease renewal request notice. Should the Landlord reject the Tenant's proposed Lease renewal request, this Lease will end on the Termination Date, and all Lease terms will remain in full force and effect.

**VI. USE:**

Throughout the Term, Tenant agrees to use the Premises for the conduct of the business of operating a surface parking lot for the parking of motor vehicles and for no other purposes (the "Permitted Use"). Nothing set forth herein shall be construed to prohibit special patron parking services such as valet parking or ancillary services.

**VII. QUIET ENJOYMENT:**

Upon payment by Tenant of the Rents herein provided, and upon the observance and performance of all terms and provisions, on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms and provisions of this Lease, peaceably and quietly hold and enjoy the Premises for the Term hereby demised.

**VIII. 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 . It is understood and agreed that the City 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.

- A. The City shall evidence the following lines of coverage to the Landlord in the form of a standard Certificate of Insurance, naming the Landlord as a Certificate Holder:
  1. Commercial General Liability insurance including personal and advertising injury for bodily injury and property damage.
  2. Worker's Compensation Insurance for all employees of the City including statutory limits for employer's liability insurance contained in Florida Statutes Section 440.

3. Automobile Liability insurance covering all owned, non-owned and hired vehicles of the City.
- B. The City shall include or cause to be included in each contract for work to be performed at the Premises on behalf of City the following insurance requirements:
1. Commercial General Liability insurance, including products liability & completed operations coverage, personal and advertising injury, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name the City and Landlord as an additional insured.
  2. Worker's Compensation Insurance for all employees of Contractor including statutory limits for employer's liability insurance contained in Florida Statutes Section 440.
  3. Automobile Liability insurance covering all owned, non-owned and hired vehicles with a Combined Single Limit of no less than one million per occurrence. If vehicles are not owned or leased (long term) by the Contractor, then only hired and non-owned coverage applies.
  4. Evidence of insurance of all contractors working for the City under this Agreement shall be maintained and kept for a period of time no less than the applicable statute of limitations for any claim that could be brought against the City and/or Landlord. These records shall be made available to the Landlord upon request. Evidence of insurance shall be in the form of a standard Certificate of Insurance naming the City and Landlord as an additional insured.

**IX. GOVERNMENTAL AND OTHER REQUIREMENTS:**

Tenant shall faithfully observe in the use of the Premises all municipal and county ordinances, resolutions and codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force.

**X. RELATIONSHIP OF PARTIES:**

Nothing herein contained to the contrary shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of Rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relations between Landlord and Tenant other than the relationship of landlord and tenant . Notwithstanding the fact that the City of Coral Gables is a municipal corporation, the parties hereby acknowledge that the City is entering into this Lease in its capacity as tenant only and there exists a landlord/tenant relationship between Landlord and the City.

**XI. ALTERATIONS, OPERATION, UTILITIES, MAINTENANCE AND REPAIR EXPENSES:**

Tenant shall be responsible for the operation and maintenance of the Premises, including, without limitation, electricity, garbage, waste removal, janitorial service, and pest control. This is a gross rent deal other than Tenant's obligations in the previous sentence, so Tenant shall not be responsible for any taxes, assessments, Landlord's insurance, existing utilities, or any other of Landlord's expenses.

Tenant, at Tenant's own expense, will keep and maintain the Premises continuously in a neat and attractive manner, in good repair and condition during the Term. Tenant shall be responsible for the repair of any damages to the Premises caused by Tenant, its employees, representatives and/or agents.

**XII. TAXES AND ASSESSMENTS.**

Landlord is responsible for all taxes and assessment, including without limitation Business Improvement District assessments, and shall pay before delinquency all such municipal, county or state taxes and assessments, without limitation

**XIII. MECHANIC'S LIENS:**

Tenant shall keep the Lot and all parts thereof at all times free of mechanic's liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after it receives notice of the same.

**XIV. SUBORDINATION, NON-DISTURBANCE:**

Tenant's rights under this Lease shall always be subordinate to the operation and effect of any applicable lender's mortgage, deed of trust, ground lease, or other security instrument now or hereafter placed upon or governing the Premises by Landlord. This clause shall be self-operative, and no further instrument of subordination shall be required. Upon the written request of Tenant Landlord shall use its reasonable efforts to obtain a non-disturbance agreement from any current lender in favor of Tenant. Any fee charged by such lender in connection with obtaining any such non-disturbance agreement shall be borne solely by Tenant. Landlord agrees, however, to notify Tenant in the event there is a fee connected therewith, in which event Tenant has the option to proceed or cancel its request for such non-disturbance agreement. So long as Tenant is not in default hereunder, Tenant and Landlord agree that Tenant's covenant to subordinate this Lease to any future lender shall be conditioned on such lender's agreement to recognize Tenant's rights and obligations under this Lease upon an attornment to such lender by Tenant.

**XV. ASSIGNMENT:**

Without the prior written consent of Landlord, Tenant shall not, directly or indirectly, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease or assign the Premises or any part thereof. Notwithstanding anything to the contrary, Tenant, at Tenant's expense, may contract with a parking management company to administer Tenant's operation of



the Permitted Use. Subject to Tenant's Right of First Refusal set forth below, Landlord may assign this Agreement by providing Tenant with at least thirty (30) days' notice of the assignment.

**XVI. INDEMNITY; HOLD HARMLESS OF LANDLORD:**

The Tenant shall defend, indemnify and hold harmless the Landlord from and against all suits, actions, claims, costs, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs at trial and all other levels), including, without limitation, those resulting from death, personal injury and property damage of anyone other than Landlord or its employees acting in their agency capacity, to the extent attributable to the negligence or other willful misconduct of the Tenant or its agents or employees . Notwithstanding anything to the contrary herein, regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Tenant under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section §768.28 Florida Statutes, as that section, or its replacement statute, existed at the time of the incident or occurrence that gave rise to such suits, actions, claims, costs or demands.

Landlord shall defend, indemnify and hold harmless the Tenant, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against any and all suits, actions, claims, costs, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs at trial and all other levels}, including, without limitation, those resulting from death, personal injury and property damage, arising from or related to the existence on the Premises of any defects, except to the extent the same shall result from the willful or negligent acts of Tenant or its agents, contractors, employees, and invitees; and any breach of this Lease by Landlord.

All personal property placed or moved into the Premises by Tenant shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to said personal property.

**XVII. CASUALTY OR CONDEMNATION:**

If during the Term, all or any portion of the Premises shall be condemned or taken by eminent domain (a "Taking") or damaged by fire or other casualty ("Casualty") so that the Premises can no longer be used as a parking lot, then upon the date such Taking becomes effective or upon the date the lot ceases to operate as a result of such Casualty, this Lease shall terminate . If a portion of the Premises can continue to be operated for the Permitted Use, then Tenant at its option may either terminate this Lease, or elect to have the Lease remain in full force and effect, provided the Base Rent shall be proportionally adjusted to correspond to the portion of the Premises that is not able to be used for the Permitted Use.

In the event of any Taking or Casualty, Landlord shall be entitled to recover and receive all compensation or proceeds recoverable therefore with regard to the land, and Tenant shall be entitled to recover and receive all compensation or proceeds recoverable therefore with regard to the improvements place on the Premises by Tenant.

**XVIII. DEFAULT:**

Tenant shall be in breach of this Lease upon the occurrence of any of the following events:

- A. If Tenant shall default in the payment of any sums to be properly paid by City to Landlord hereunder, and such default shall not be cured within twenty (20) days after written notice thereof; and/or
- B. If Tenant shall default in the performance of any other provision of this Lease and shall fail to cure within thirty (30) days after written notice from Landlord.

Landlord shall be in breach of this Lease if Landlord fails to cure any default within thirty (30) days after written notice from Tenant.

In the event of Tenant's default and failure to cure within the applicable time period, Landlord may, at its option:

- 1. terminate this Lease and retake possession;
- 2. terminate this Lease and recover from Tenant (i) all amounts past due and owing hereunder as of the date of default, (ii) the costs of repossession of the Premises and reletting the same (including reasonable attorney's fees and costs related thereto);
- 3. take possession of the space without terminating the Lease to relet the Premises for the balance of the Term, or part thereof, for the account of Tenant, provided Tenant shall not be entitled to any surplus of rent obtained thereby;
- 4. for a default of any non-monetary term of the Lease, Landlord may cure the default and charge Tenant as Rent the cost to cure such default; and/or
- 5. pursue any other right or remedy available at law or equity;

In the event of Landlord's default that is uncured within the applicable time period, Tenant may cure the default and offset the cost thereof against Rent or collect such costs from Landlord; and/or pursue any other right or remedy available at law or equity.

All rights and remedies granted in this Lease or available at law or equity shall be cumulative and not mutually exclusive. In no event shall Landlord or Tenant be liable for indirect, consequential, or punitive damages or for damages based on lost profits.

**XIX. NO WAIVER:**

Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but said party shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity.

No waiver of any term, provision, condition or covenant of this Lease by either party nor the failure of either party to insist upon strict performance of one or more covenants or conditions of this Lease shall be deemed to imply or constitute a further waiver by said party of any other term, provision, condition or covenant of this Lease, and no acceptance of Rent or other payment shall be deemed a waiver of any default hereunder, nor shall such acceptance operate as a waiver of any provisions of the Lease or any of Landlord's rights, remedies, privileges or options.

**XX. HAZARDOUS MATERIALS:**

With the exception of minor amounts of Hazardous Materials customarily and lawfully used in conjunction with the Permitted Use, Tenant, its employees, contractors, agents, and any party acting on behalf of Tenant, shall not store, use, treat, generate, or dispose of Hazardous Materials at the Premises. "Hazardous Material(s)" means any substance that, by itself or in combination with other materials, is either (i) generally regarded injurious to public health, safety, or the environment; or (ii) now or in the future regulated by any federal, state, or local governmental authority as potentially injurious to public health, safety, or the environment. Tenant, its employees, contractors, agents, and any party acting on behalf of Tenant shall comply, and shall keep the Premises in compliance, with all laws and regulations relating to Hazardous Materials ("Environmental Laws"); and in addition, Tenant shall:

- (i) Promptly provide Landlord with copies of any document, correspondence, report or communication, written or oral, relating to Hazardous Materials at or affecting the Premises (x) to or from any regulatory body, or (y) stating a basis for any potential liability or responsibility of Tenant, Landlord, or the Premises; including all such documents, correspondence, reports or communications prepared by or on behalf of Tenant. In addition to the above, at Landlord's request, Tenant shall provide copies of any and all records and communications whatsoever relating to Hazardous Materials at or affecting the Premises
- (ii) Immediately notify Landlord in the event of a suspected or confirmed release of a Hazardous Material or violation of Environmental Laws at or affecting the Premises or other property owned by Landlord and caused by or related to the operations of Tenant, its employees, contractors, agents, or any party acting on behalf of Tenant and promptly remediate or correct such release or violation.
- (iii) Permit Landlord reasonable access to the Premises for the purpose of conducting an environmental audit or testing, the cost of which shall be borne by Landlord unless the results indicate activity prohibited by Environmental Laws or hereunder.

The provisions regarding Hazardous Materials shall survive the expiration or other termination of this Lease.

**XXI. NOTICE:**

Any notice to be given as provided for in this Lease shall be in writing and shall be sent by (i) United States certified mail, postage prepaid, return receipt requested. (ii) hand delivered or (iii) sent by a nationally recognized overnight courier to the applicable party at

the applicable address set forth on page 1 hereof . Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Any notice given by mail shall be deemed given on delivery or refusal.

**XXII. SURRENDER; CONDITION OF PREMISES ON TERMINATION OF LEASE AND HOLDING OVER:**

Tenant agrees to surrender to Landlord, at the end of the Term of this Lease and/or upon any cancellation or early termination of this Lease, the Premises in as good condition as the Premises were at the beginning of the Term of this Lease, ordinary wear and tear, and damage by fire, or other casualty not caused by Tenant's negligence excepted . Tenant agrees that if Tenant does not surrender the Premises to Landlord at the end of the Term of this Lease, then Tenant will pay to Landlord, to the extent permitted by law, one and a half the amount of the Rent paid by Tenant for the last full month of the Lease Term for each month or portion thereof that Tenant holds over, plus all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Premises.

**XXIII. TRIAL BY JURY:**

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Premises . Tenant further agrees that the provisions for payment of Rent herein are independent covenants of Tenant and Tenant shall not interpose any noncompulsory counterclaim(s) in a summary proceeding or in any action based upon non-payment of Rent or any other payment required of Tenant hereunder. Tenant expressly waives any and all rights of redemption granted by or under any present or future laws.

**XXIV. INVALIDITY OF PROVISION:**

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law . This Lease shall be construed in accordance with the laws of the State of Florida and venue shall be in Miami-Dade County.

**XXV. TIME OF ESSENCE:**

It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this Lease.

**XXVI. SUCCESSORS AND ASSIGNS:**

All terms and provisions of this Lease to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, personal representatives,

successors and assigns, subject, however, to the restrictions as to assignment and subletting by Tenant as provided herein.

**XXVII. ATTORNEYS' FEES:**

If either party defaults in the performance of any of the terms or provisions of this Lease and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, or in the event a party successfully defends an action against them for breach under this Lease, then in any of said events the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy.

**XXVIII. 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. The terms and provisions of this Lease are expressed in the total language of this Lease and the Article or article headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this Lease. 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 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.

**XXIX. EFFECTIVE DATE:**

Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Premises. This Lease shall only become effective upon the execution and delivery of this Lease by both Landlord and Tenant.

**XXX. BROKERAGE:**

Tenant represents and warrants that it has dealt with no broker, salesman, agent or other person in connection with this transaction and that no broker, salesman agent or other person brought about this transaction and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, salesman, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this Article shall survive the termination of this Lease.

**XXXI. ENTIRE AGREEMENT:**

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Landlord and Tenant. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

**XXXII. COUNTERPARTS:**

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute but one and the same instrument.

**XXXIII. SURVIVAL:**

All provisions of this Lease intended by their terms to survive expiration or earlier termination shall survive including, but not limited to all indemnification obligations contained herein.

**XXXIV. 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 City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Tenant 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.

**XXXV. SOVEREIGN IMMUNITY:**

Notwithstanding anything to the contrary herein, Tenant and the Landlord acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against the Tenant other than claims arising out of this Agreement. Nothing in this Agreement is intended to operate as a waiver of Tenant's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

**IN WITNESS WHEREOF**, the parties hereto have signed, sealed and delivered this Lease at Miami-Dade County, Florida, as of the day and year first above written.

**TENANT:**

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

By: \_\_\_\_\_

Name: Peter J. Iglesias  
Title: City Manager

ATTEST:

By: \_\_\_\_\_

Name: Billy Y. Urquia  
Title: City Clerk

Approved as to form and legal  
sufficiency:

By: \_\_\_\_\_

Name: Miriam Ramos  
Title: City Attorney

**LANDLORD:**

**GABLES PROJECTS, LLC,  
a Florida limited liability company**

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott Davidson  
Title: President

Witness: \_\_\_\_\_

Name: \_\_\_\_\_