DATE: January 29, 2019

TO: Alice Steryou
    Contract Monitor

FROM: Pamela G. Hancock, D.C.

SUBJECT: January 23rd BOCC Meeting

Attached is an electronic copy of Item C11, Lease with Roberto Sanchez, Trustee of a certain Land Trust dated October 21, 1991, and Southernmost Development, Inc., for 4,339 square feet of office space at the Professional Plaza Building in Key West for the Public Defender. Annual cost of the lease is $154,374.00 (is paid from ad valorem funds), for your handling.

Should you have any questions, please feel free to contact me at (305) 292-3350. Thank you.

cc: Facilities Supervisor
    County Attorney
    Finance
    File
LEASE AGREEMENT

This Agreement is made and entered this 14th day of June, 2019, by Roberto Sanchez, as Trustee under that certain Land Trust Agreement dated October 21, 1991, (FEID 65-6026453), a "land trust", whose address is P.O. Box 414586, Miami Beach, Florida 33141 ("LESSOR"), and Southernmost Development, Inc., a for profit corporation incorporated in the State of Florida, whose address is P.O. Box 414586, Miami Beach, Florida 33141 ("LESSOR"), and the BOARD of COUNTY COMMISSIONERS for MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, ("COUNTY" or "LESSEE").

WHEREAS, LESSORS own an office building situated at 1111 12th Street, Suites 301, 302, 311, and 312, Key West, Florida 33040; and

WHEREAS, LESSOR, Roberto Sanchez, as Trustee under that certain Land Trust Agreement dated October 21, 1991, owns Suites 301, 311, and 312; and LESSOR, Southernmost Development, Inc., owns Suite 302; and

WHEREAS, the COUNTY requires office space for the Monroe County Public Defender's Office;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION CONTAINED HEREIN, THE PARTIES AGREE:

1. PROPERTY. LESSORS lease exclusively to the COUNTY the Suites identified as 301 and 302, 311, and 312 of the building known as the Key West Professional Building located at 1111 12th Street, Key West, Florida 33040, as more particularly shown on Exhibit "A", hereafter the "Premises," containing 2,339 square feet; 1,000 square feet; and, 1,000 square feet, respectively. Exhibit "A" is attached hereto and made a part of this Agreement.

2. INITIAL TERM AND RENEWALS. The initial term of this Agreement is from February 1, 2019, through January 31, 2022, unless earlier terminated as provided in Paragraph 13, of this agreement. Should the Premises become available for the Public Defender's office to be moved in at any date other than February 1, 2019, the rental amount will be adjusted on a pro rata basis to reflect the changed date of availability, and the natural termination date shall remain January 31, 2022. This Lease may be renewed between the parties for three (3) additional, three (3) year terms. Either party may request an extension of term no later than sixty (60) days prior to expiration of the current term for a three-year extension, by giving written notice to the other party. Thereafter three-year extensions may be requested in the same manner and by mutual agreement of the parties, provided LESSEE is not in default.

3. USE AND CONDITIONS.

A. The Premises shall be used solely for the operation of the Public Defender's office. If the Premises are used for any other purpose, the LESSORS shall have the
option of immediately terminating this Agreement. LESSEE shall not permit any use of the Premises in any manner that would obstruct or interfere with any of the LESSORS' duties as owners and LESSORS to maintain the building.

B. The LESSEE will further use and occupy said Premises in a careful and proper manner, and not commit any waste thereon. LESSEE will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the Premises. Any activities in anyway involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. The LESSEE will not use or occupy said Premises for any unlawful purpose and will, at LESSEE's sole cost and expense, conform to and obey any present or future ordinance and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of said Premises.

C. LESSEE, its employees and invitees, shall have the non-exclusive right to use the common areas of the building, such as stairways, elevator, corridors, and parking, and will abide by such reasonable rules as LESSORS may from time to time impose regarding such use. LESSORS have the right to close off common areas from time to time for repairs and maintenance and other reasonable purposes.

4. RENT.

A. For the use of the Premises, the LESSEE must pay the LESSORS the total rental sum of One Hundred Fifty-four Thousand Three Hundred Seventy-four and 00/100 ($154,374.00) Dollars per year, due in monthly installments payable in arrears upon receipt of a proper Invoice from each LESSOR or a combined Invoice from both LESSORS for the entire Premises identified in Exhibit "A", pursuant to the Florida Prompt Payment Act, Sections 218.70, Florida Statutes, et. seq. Each LESSOR agrees that there will be one (1) comprehensive monthly rental payment for the entire Premises, which shall be made payable to Robert Sanchez, Trustee, with said monthly rent payments sent to:

Roberto Sanchez, Trustee  
P.O. Box 414586  
Miami Beach, Florida 33141

B. On the 1st day of February, 2020, and annually thereafter, there shall be an adjustment to the base rent which shall be derived by taking the preceding year's rent and increasing the same by three percent (3%) or the percentage change of the Consumer Price Index for the preceding twelve (12) months ending in the preceding December, whichever is lower.

"Index" shall mean the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, all items (1967=100) Not Seasonally Adjusted" issued by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the Percentage Increases (defined above) shall be made with the use
of such conversion factor, formula, or table for converting the Index as may be published 
by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then with 
the use of such conversion factor, formula, or table as may be published by Prentice Hall, 
Inc., or, failing such publication, by any other nationally recognized publisher of similar 
statistical information. In the event the Index shall cease to be published, then for the 
purposes of this lease, there shall be substituted for the Index, such other Index as 
LESSOR shall determine.

C. For any partial month within the term hereof, said rent shall be payable on a prorated 
basis. All rents shall be paid when due and interest for late payments shall be as set 
by the Prompt Payment Act.

D. In the event that funds cannot be obtained or cannot be continued at a level 
sufficient to pay the lease price or the Public Defender's Office acquires adequate office 
space in a County-owned or State-owned building, this lease may be terminated by the 
LESSEE providing to LESSORS at least six (6) months' prior written notice of the 
termination. Payment under a multiple year agreement is contingent upon annual 
appropriation by the Board of County Commissioners.

E. Computations of those common areas and operating expenses normally passed 
through to tenants have been applied to the Premises and included in the annual rent of 
$154,374. Should the common area and operating expenses demonstrably increase more 
than 3% in any year, County shall not withhold approval of any reasonable amendment to 
address economic changes.

5. **TAXES.** The LESSEE is exempt from all taxes, including any sales or use tax, levied 
by any government agency.

6. **UTILITIES.** The LESSORS shall pay all charges for water, solid waste, and sewage, 
and the LESSEE shall pay for all electrical services used at the Premises during the lease term.

7. **INSURANCE.**

A. LESSORS shall obtain and keep in force, insurance coverage insuring against any 
loss or damage to the Premises caused by fire, windstorm, flood, or other such hazards, as 
well as a policy of comprehensive public liability insurance insuring LESSORS and LESSEE 
against any and all claims for damages to person or property, or loss of life or of property, 
occurring upon, in or about the Premises, for any defects, acts, or omissions other than those 
caused solely by LESSORS, its officers, employees, and agents.

B. LESSEE is self-insured and carries excess liability coverage, and is subject to limited 
immunity from claims under Section 768.28, Fla. Stat. It shall be the exclusive obligation of 
LESSEE to insure any and all contents of the leasehold premises and it is hereby agreed that 
the LESSORS shall have no liability for loss or damage to the same from any cause whatsoever.

The LESSEE must keep in full force and effect the required insurance during the term
of this Agreement. If the insurance policies originally purchased which meet the requirements of this Lease are canceled, terminated, or reduced in coverage, then the LESSEE must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the COUNTY whenever acquired or amended.

8. **CONDITION OF PREMISES.** The Lessee must keep the Premises in good order and condition. The LESSEE must promptly repair damage to the Premises. At the end of the term of this Agreement, the LESSEE must surrender the Premises to the LESSORS in the same good order and condition as the Premises were on the commencement of the term, normal wear and tear excepted. The LESSEE is solely responsible for any improvements, other than those specified herein, which are placed on the Premises.

9. **IMPROVEMENTS.** No structure or improvements of any kind shall be placed upon the land without prior approval in writing by the LESSORS, a building permit issued by City of Key West and any other agency, federal or state, permits required by law. Any such structure or improvements shall be constructed in a good and workmanlike manner at LESSEE'S sole cost and expense. Subject to any LESSOR'S lien, any structures or improvements constructed by LESSEE shall be removed by the LESSEE at LESSEE'S sole cost and expense, by midnight on the day of termination of this Agreement or extension hereof, and the land restored as nearly as practical to its condition at the time this agreement is executed unless the LESSORS accept in writing delivery of the Premises together with any structures or improvements constructed by LESSEE. Portable or temporary advertising signs are prohibited.

10. **MAINTENANCE.** LESSEE, at LESSEE'S expense, shall maintain the interior of the Premises, and shall make all necessary repairs therein, including without limitation, maintenance and repair of interior walls, windows, and doors. LESSEE shall provide monthly maintenance to the air conditioning units within the Premises. LESSEE shall be responsible for cleaning the interior of the Premises and maintaining all light fixtures in working order. LESSORS are responsible to maintain and repair the exterior walls and roof of the building, as well as the electrical wiring, the plumbing system serving the Premises, and the air conditioning water tower equipment.

11. **SIGNS.** LESSEE may install a sign no larger than 2 feet by 3 feet which may be placed near one of the doors to the common hallway of the building to denote the Public Defender's Office. LESSORS shall provide a listing in the Building directory for the Public Defender's Office. LESSEE will not exhibit, inscribe, paint, or affix any sign, advertisement, notice, or other lettering on any part of the outside of the Premises or of the building of which the leasehold premises are a part, or inside the Premises if visible from the outside, without first obtaining approval from the LESSORS and LESSEE further agrees to maintain such sign, lettering, etc., as may be approved, in good condition and repair at all times.

12. **DESTRUCTION OR DAMAGE.**

A. If the Premises are, or any part thereof, shall be damaged by fire or other casualty, LESSEE shall give immediate notice thereof to LESSORS and this lease shall continue in full force and effect except as hereinafter set forth.
B. If the Premises are partially damaged or rendered partially unusable by fire or other casualty insured under the coverage obtained by the LESSORS, the damages thereto shall be repaired by LESSORS, to the extent insurance proceeds are available. LESSORS will make the repairs and restorations with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles, and causes beyond LESSORS’ control. After any such casualty, LESSEE will cooperate with LESSORS’ restoration by removing from the Premises as promptly as possible, all of LESSEE’S salvageable inventory and movable equipment, furniture, and other property.

C. (1) Total Destruction. If the Premises are rendered wholly unusable, the Lease shall terminate immediately upon the date of such disaster, and no rent shall be due after such date.

(2) Partial Destruction. If the Premises be so damaged that the LESSORS shall decide to demolish it or rebuild it, then, in such events, LESSORS or LESSEE may elect to terminate this lease by written notice to the other given within such casualty, specifying a date for the expiration of the lease, which will not be more than sixty (60) days after giving such notice, and upon the date specified in such notice the term of the lease will expire fully and completely as if such date were the date set forth above for the termination of this lease. In such event, LESSEE will forthwith quit, surrender, and vacate the Premises without prejudice however to LESSORS’ rights and remedies against LESSEE under the lease provisions in effect prior to such termination, and any rent owing will be paid up to such date.

D. Nothing contained hereinabove will relieve LESSEE from any liability that may exist as a result of damage from fire or other casualty. LESSEE acknowledges that LESSORS will not carry insurance on LESSEE’S inventory and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the LESSEE, and agrees the LESSORS will not be obliged to repair any damage thereto or replace the same. Except as expressly provided herein to the contrary, this Lease shall not terminate nor shall there be any abatement of rent as a result of a fire or other casualty which is the fault of, or caused by the LESSEE. LESSEE shall be responsible to insure the improvements and repairs which LESSEE provides to the Premises.

13. **EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an event of default hereunder:

A. Discontinuance by LESSEE of the conduct of its business in the Premises, for a period of thirty (30) days or longer.

B. The filing of a petition by or against LESSEE for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or proceedings under Chapter X and/or Chapter IX of the Federal Bankruptcy Law; an assignment by LESSEE for the benefit of creditors; or the taking possession of the property of LESSEE by any governmental officer, court appointed receiver or agency pursuant to statutory authority for the dissolution or liquidation of LESSEE.
C. Failure of LESSEE to pay when due any installment of rent hereunder or any other sum herein required to be paid by LESSEE.

D. Abandonment or desertion of the Premises or permitting the same to be empty and unoccupied, for any consecutive period of thirty (30) days or longer.

E. LESSEE'S failure to perform any non-monetary covenant or condition of this Lease within ten (10) days after written notice and demand.

F. LESSOR'S failure to comply with any of the terms herein.

14. RIGHTS OF LESSORS UPON DEFAULT BY LESSEE. If the LESSEE is in default as defined in subparagraphs A to D inclusive of Paragraph 13 and if the same is not cured by the LESSEE within five (5) days after written notice to the LESSEE, or if the LESSEE is in default pursuant to the provisions of sub-paragraph E of Paragraph 13, the LESSORS, in addition to all rights and remedies granted under the laws of the State of Florida, shall have any or all of the following rights:

A. To re-enter and remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for loss or damage which may be occasioned thereby; and/or

B. To terminate the lease and re-let the Premises for account of the LESSORS or within the sole discretion of LESSORS the Premises may be re-let for the account of the LESSEE.

C. In the event of LESSORS' termination of this lease for LESSEE's breach hereunder, in addition to any other remedy otherwise available at law or equity, LESSORS may recover from LESSEE all damages incurred by reason of such breach, including the cost of recovering the Premises.

15. RIGHTS OF LESSEE UPON DEFAULT BY LESSORS. In the event of LESSORS breach of its obligations and duties under this agreement, LESSEE shall give the LESSORS notice in writing of said breach and allow LESSORS thirty (30) working days to remedy such defect. In the event that such defect is not cured within the requisite time, LESSEE may terminate this Lease upon giving thirty (30) days' written notice to the LESSORS. In addition to any other remedy otherwise available at law or equity, LESSORS may recover from LESSEE all damages incurred by reason of such breach, including the cost of relocating to new premises.

16. ATTORNEY'S FEES AND COSTS. Each party shall be solely responsible for the costs of its own attorney's fees incurred in connection with the preparation and review of this Lease for execution. If any action at law or in equity shall be brought under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of possession of the demised premises, the
prevailing party shall be entitled to recover from the other party, reasonable attorney's fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

17. **INDEMNIFICATION / HOLD HARMLESS.** Subject to Section 768.28, Florida Statutes, LESSEE shall indemnify and hold harmless LESSORS against and from any and all claims arising from LESSEE's use of the Premises for the conduct of its business or from any activity, work, or other thing done, permitted, or suffered by the LESSEE in or about the building, and shall further indemnify and hold harmless LESSORS against and from any and all claims arising from any breach or default in the performance of any obligation on LESSEE'S part to be performed under the terms of this Lease, or arising from any act or negligence of the LESSEE, or any officer, agent, employee, guest, or invitee of LESSEE, and from all and against all costs, attorney's fees, expenses, and liabilities incurred in or about any such claim or any action or proceeding brought thereon. LESSEE, as a material part of the consideration to LESSORS, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises, from any cause other than LESSORS' negligence, and LESSEE hereby waives all claims in respect thereof against LESSOR.

18. **WAIVER.** The failure of either the LESSORS or LESSEE to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any right or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such obligations of this Lease, or of the right to exercise such election, but the same shall both continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

19. **LIENS.** LESSEE further agrees that LESSEE will pay all of LESSEE'S contractors, subcontractors, mechanics, laborers, materialmen, and all others, and will indemnify LESSORS against all legal costs and charges, bond premiums for release of liens, and counsel fees reasonably incurred in the commencement or defense of any suit by the LESSORS to discharge any liens, judgments, or encumbrances against the Premises caused or suffered by LESSEE. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered as additional rent due under this Lease, payable upon demand.

The LESSEE herein shall not have any authority to create any liens for labor or material on the LESSORS' interest in the above-described property, and all persons contracting with the LESSEE for the doing of work or the furnishing of any materials on or to the Premises, and all materialmen, contractors, mechanics, and laborers, are hereby charged with notice that they must look to the LESSEE only to secure the payment of any bill for work done or materials furnished during the term of this Lease.

20. **EFFECT OF LESSEE'S HOLDING OVER.** Any holding over after the expiration of the term of this Lease, with the consent of LESSORS, shall be construed to be a tenancy from month to month, at the same monthly rent as required for the period immediately prior to the expiration of the Lease.
21. **PEACEFUL POSSESSION.** So long as LESSEE pays all of the rent and charges due and performs all of LESSEE'S other obligation's hereunder, LESSEE shall peaceably and quietly have, hold, and enjoy the Premises throughout the term of this Lease, without interference or hindrance by LESSORS.

22. **TRANSFER BY LESSORS.** In the event of termination of LESSORS' ownership of the Premises by operation of law or by bona fide sale of the Premises or for any other reason, then LESSORS shall be released from all liability and responsibility hereunder. In such event, LESSORS' successor, by acceptance of rent from LESSEE, shall become liable and responsible to LESSEE in respect to all such obligations of LESSORS under this Lease.

This Lease may be assigned by the LESSORS in which case, LESSEE, upon request by LESSORS, shall issue a letter stating that the Lease is in full force and effect and that there are no setoffs, claims, or other defenses to rent.

23. **ASSIGNMENT OR SUBLET BY LESSEE.** LESSEE may not assign this Lease in whole or in part, nor sublet any portion of the Premises, without LESSORS' prior written consent, which consent may be arbitrarily withheld.

A. The LESSEE and signatory to this Lease, and any subsequent assignees or sublessees, shall remain liable to LESSORS under the terms of this Lease, regardless of the number of intervening assignments and subleases, without consent to such further assignments and subleases being required, unless and until LESSORS expressly release said LESSEE, assignee, or sublessee from liability under this Lease, and such liability shall not be in any way affected or reduced by any modification of the Lease between LESSORS and the occupant assignee, even if such modification is made without the prior Lessees' consent.

B. LESSORS' consent to any assignment, subletting, occupation, or use by another person, shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by any other person, or a waiver of any right of LESSORS to deny such consent pursuant to the provisions hereof. Furthermore, LESSEE understands and agrees that, should LESSORS approve any assignment or sublease, LESSORS shall have the right to be reimbursed for legally-related expenses in connection with the review, preparation, and processing of any documents associated with said assignment/sublease.

24. **SUBORDINATION, NON-DISTURBANCE AND ATTORNEYS.**

A. Subordination by LESSEE. LESSEE hereby subordinates its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof. This shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. However, LESSEE, upon request of any party in interest, shall execute promptly such instrument or certificates and irrevocably appoints LESSORS as Attorney-In-Fact for LESSEE, with full power and authority to execute and deliver, in the name of LESSEE, any such instrument
or certificates.

B. **Estoppel Certificate.** Within ten (10) days after request by LESSORS, or in the event that, in connection with any sale, assignment, or hypothecation of the Premises by LESSORS, an estoppel certificate shall be required from LESSEE, LESSEE agrees to deliver, in recordable form, an estoppel certificate to any proposed mortgagee, purchaser, or to LESSORS, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereon, or stating those claimed by LESSEE, as long as those are factual statements when made.

C. **Attornment.** In the event of a sale or assignment of LESSORS' interest in the Premises, or if the Premises comes into the hands of a mortgagee, or any other person, whether because of a mortgage foreclosure, exercise of a power of sale, or other reason, LESSEE shall recognize said mortgagee or other person as the same as LESSORS hereunder. LESSEE shall execute, at LESSORS' request, any attornment agreement required by any mortgagee, or other such person containing such provisions as such mortgagee or other person requires.

25. **NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail, return receipt requested, to the following:

**LESSOR:**
Roberto Sanchez, Trustee  
P. O. BOX 414586  
Miami Beach, FL 33141

**COUNTY/LESSEE:**  
County Attorney  
P. O. Box 1026  
Key West, FL 33041-1026

**LESSOR:**  
Southernmost Development, Inc.  
P. O. Box 414586  
Miami Beach, FL 33141

**County Administrator**  
1100 Simonton Street  
Key West, FL 33040

26. **NON-DISCRIMINATION.** LESSORS and LESSEE agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the Court order. Lessors and Lessee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse
Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Lease.

27. **GOVERNING LAWS/VENUE/WAIVER OF JURY TRIAL.** This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs. LESSORS and LESSEE hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with this Lease, this waiver being a material inducement for LESSEE to enter into the Lease.

28. **INCONSISTENCY.** Any item, condition, or obligation of this Agreement that is in conflict with the items listed in this paragraph is superseded to the extent of the conflict.

29. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS.** LESSORS and LESSEE agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Lease or by Florida law.

30. **CODE OF ETHICS.** LESSEE agrees that officers and employees of the LESSEE recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

31. **PUBLIC ACCESS.** The LESSORS and LESSEE shall allow and permit reasonable access to, and inspection of, all documents, papers, letters, or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LESSORS and LESSEE in conjunction with this Lease; and the Lessee shall have the right to unilaterally cancel this Lease upon violation of this provision by LESSORS.

[Signature]
32. **NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent, or employee of Monroe County in his or her individual capacity, and no member, officer, agent, or employee of Monroe County shall be liable personally on this Lease, or be subject to any personal liability or accountability by reason of the execution of this Lease.

33. **CONSTRUCTION.** This Agreement has been carefully reviewed by the LESSORS and the LESSEE. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

34. **FULL UNDERSTANDING.** This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)  
ATTEST:  

Roberto Sanchez, as Trustee, under that certain LAND TRUST AGREEMENT DATED October 21, 1991, LESSOR

BY:  
Printed Name: Maria Elena Sanchez  
Title:  

BY:  
Printed Name: Roberto Sanchez  
Title: TRUSTEE

(SEAL)  
ATTEST:  

SOUTHERNMOST DEVELOPMENT, INC., LESSOR

BY:  
Printed Name: Maria Elena Sanchez  
Title:  

BY:  
Printed Name: Roberto Sanchez  
Title: PRESIDENT