

CITY CLERK
CITY OF SUNRISE

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SUBLEASE

THIS SUBLEASE ("Sublease"), is made and entered into as of the _____ day of _____, 2019, by and between CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, having an address at c/o City Manager's Office, 10770 West Oakland Park Boulevard, 5th Floor, Sunrise, Florida 33351 ("Sublessor"), and DAN DALEY, having an address of 1601 NW 136TH Avenue, Building A, Sunrise, Florida 33323 ("Sublessee").

WITNESSETH:

A. WHEREAS, BOF FL Sawgrass Tech Park, LLC, a Delaware limited liability company ("Landlord"), as landlord and as successor-in-interest to N/S Sawgrass Office Associated, LLC., and Sublessor, as tenant, are parties to that certain Lease Agreement dated February 16, 2007, as amended by that certain First Amendment to Lease Agreement dated November 26, 2008, that certain Second Amendment to Lease Agreement dated June 24, 2009, that certain Third Amendment to Lease Agreement dated February 11, 2014, that certain Fourth Amendment to Lease Agreement dated May 31, 2019 (the "Fourth Amendment"), and the Consent to Sublease (collectively, the "Master Lease"); and

B. WHEREAS, the Master Lease provides for the lease of 28,637 rentable square feet of space (the "Premises"), in Buildings "A" and "B" of the property commonly known as Sawgrass Technology Park and located at 1601 NW 136th Avenue, Sunrise, Florida; and

C. WHEREAS, pursuant to Section 12.1 of the Master Lease, Sublessor desires to sublease to Sublessee a portion of the Premises.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. **DESCRIPTION, TERM, TERMINATION AND RENT:**

SUBLESSOR hereby subleases unto SUBLESSEE approximately 212 square feet of office space consisting of one (1) office generally located in the NE corner of the SUBLESSOR's Community Development Department as more particularly described in Exhibit "A" to this Sublease (the "Subleased Premises"), for a term commencing on the date the Sublease is fully executed by the parties and terminating on November 3, 2020 (the "Sublease Term"). The Sublease Term may be extended beyond November 3, 2020 by written amendment provided that, as of the effective date of said amendment, SUBLESSEE is a member of the State of Florida House of Representatives and provided the Sublease Term does not extend past the term of the Master Lease. Either Party may terminate this Sublease by providing the other Party with thirty (30) days' written Notice of Termination. SUBLESSEE covenants to pay to SUBLESSOR, or its duly authorized agent, Five Hundred Dollars (\$500.00) each month during the term. Rent shall be payable to the City of Sunrise, c/o the Finance and Administrative Services Department, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, or at such other place as may be designated in writing by SUBLESSOR to SUBLESSEE, in advance, without demand, on the 15th day of each month during said term. This Sublease is conditioned upon SUBLESSEE remaining a member

of the State of Florida House of Representatives. In the event SUBLESSEE resigns or his status as a member of the State of Florida House of Representatives terminates, this Sublease shall immediately terminate and SUBLESSEE shall have ten (10) days from the date of termination to vacate the Subleased Premises.

SUBLESSEE shall be responsible for payment of any taxes, including but not limited to sales tax and ad valorem tax, arising out of this Sublease.

2. PARKING FACILITIES:

SUBLESSOR warrants that it will provide SUBLESSEE parking in the area designated for City employees at the location of the Subleased Premises to accommodate SUBLESSEE'S employees and office staff. SUBLESSEE agrees that its employees and office staff will not park in spots designated "Visitor" and that SUBLESSEE's employees and office staff will park in their assigned parking spaces. SUBLESSEE's visitors and invitees may park in "Visitor" spots.

3. USE OF SUBLEASED PREMISES:

SUBLESSEE agrees to comply with the Master Lease, a copy of which is attached hereto as Exhibit "B" and incorporated herein. SUBLESSEE specifically agrees to comply and abide with the Rules and Regulations which are attached to the Master Lease as Exhibit B.

SUBLESSEE shall not host events/meetings of the types contemplated by Section 8 of the Third Amendment to the Lease Agreement without obtaining SUBLESSOR's prior approval as SUBLESSOR is restricted from hosting events unless SUBLESSOR has complied with said Section 8 of the Third Amendment to the Lease Agreement.

SUBLESSEE acknowledges that Landlord has the ability to relocate SUBLESSOR's premises to other space in the Sawgrass Technology Park outside of Buildings A and B. In the event Landlord relocates SUBLESSOR's Premises, then either (1) SUBLESSOR may allow SUBLESSEE space in the new location provided SUBLESSEE's relocation is at SUBLESSEE's expense or (2) either Party may terminate this Sublease by providing the other Party with thirty (30) day's written notice, and this sublease may be terminated.

SUBLESSEE may use and occupy the Subleased Premises for the conduct of legislative affairs in connection with SUBLESSEE'S position as a member of the State of Florida House of Representatives during the building's regular business hours of 8 a.m. to 5 p.m. Monday through Friday, excluding SUBLESSOR observed holidays. SUBLESSEE covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said Subleased Premises, no act or thing shall be permitted and no thing shall be kept in or about said Subleased Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Subleased Premises, and SUBLESSEE shall not use or occupy or permit the Subleased Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

4. UTILITIES AND OTHER SERVICES:

All utilities services, with the exception of telephone services and data communication services, shall be included in the monthly rent. SUBLESSEE shall be responsible for his own telephone service, including local and long-distance calls, and for the establishment of data communication services. SUBLESSEE shall ensure that he complies with Exhibit B "Rules and Regulations" of the Lease Agreement.

5. ALTERATIONS AND IMPROVEMENTS:

In accordance with Section 11.1 of the Lease Agreement, SUBLESSEE shall make no alterations, additions or improvements to the Subleased Premises of any kind unless City has obtained the prior written consent of its Landlord. Upon the termination of this Sublease, the SUBLESSEE shall restore the Subleased Premises to its original condition, normal wear and tear excepted.

6. HOLD OVER BY SUBLESSEE:

SUBLESSEE shall not hold over and remain in possession of the Subleased Premises after the expiration of this Sublease. SUBLESSEE shall reimburse SUBLESSOR for any and all damages incurred by SUBLESSOR under Section 16 of the Second Amendment to the Lease Agreement arising out of or incurred by SUBLESSEE being a Sublessee-at-Sufferance including but not limited to twice the Base Rent and Additional Rent, consequential damages, rental payments, costs, damages, attorneys' fees, etc. incurred by SUBLESSOR if SUBLESSEE holds over.

7. ASSIGNMENT OR SUBLETTING:

SUBLESSEE may not assign or sublet all or any portion of the Subleased Premises.

8. SURRENDER UPON TERMINATION:

SUBLESSEE agrees that upon expiration of the Sublease term, or upon the termination of the Sublease for any cause, he will peaceably surrender and deliver the Subleased Premises to SUBLESSOR, its agents or assigns. SUBLESSEE further agrees that he will leave the Subleased Premises in the condition existing at the commencement of this Sublease, subject to reasonable wear and tear during the term of the Sublease. SUBLESSEE further agrees to allow a representative of SUBLESSOR to inspect the Subleased Premises to determine that the Subleased Premises is in the same state and repair as it was at the time it was subleased to SUBLESSEE, subject to reasonable wear and tear. SUBLESSEE further agrees that Landlord, shall have all rights of entry and inspection as set forth in the Lease Agreement and its amendments.

9. RECOVERY OF POSSESSION ON DEFAULT:

In the event any rent shall be in default and unpaid after thirty (30) days from due date, SUBLESSOR may give SUBLESSEE notice thereof, by certified U.S. mail, and only if

SUBLESSEE shall fail to remedy such default within thirty (30) days after receipt of such notice will SUBLESSOR have the right to institute proceedings for the recovery of possession of the Subleased Premises.

10. DAMAGE TO SUBLEASED PREMISES:

SUBLESSEE agrees that all personal property placed on the Subleased Premises shall be at the risk of SUBLESSEE. SUBLESSEE shall give SUBLESSOR prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring, utilities or other building components, and the same will be remedied by SUBLESSOR with due diligence, subject to the provisions of this Sublease dealing with repairs and exterior maintenance.

11. INSPECTION:

SUBLESSOR, Landlord, their agents, persons authorized by SUBLESSOR or Landlord, including maintenance workers, janitorial staff or security guards, and persons authorized by the Master Lease, may enter the demised Subleased Premises at reasonable times upon reasonable notice to the SUBLESSEE to examine the same or install or repair items deemed by SUBLESSOR or Landlord to be essential to the use and occupation of other parts of the Subleased Premises.

12. FIRE OR OTHER CASUALTY:

In the event the Subleased Premises or any part thereof are damaged by fire or other casualty, SUBLESSEE shall give immediate notice thereof to SUBLESSOR. SUBLESSOR shall notify Landlord under the Master Lease. If the Subleased Premises are rendered wholly unusable by said fire or other casualty, or if Landlord declines to make repairs, all rental payments shall cease until the same shall be repaired as aforesaid. If the Subleased Premises shall be destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, rent shall be paid up to the time of such destruction and from thenceforth this Sublease shall cease and come to an end, and SUBLESSOR and SUBLESSEE shall have no further liability.

13. REPAIRS:

Any repairs shall be governed by Article VIII of the Master Lease.

14. WAIVER:

Failure of either Party to insist upon strict performance of any covenant or condition of this Sublease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and

provisions of this Sublease shall be waived or modified except by the Parties hereto in writing.

15. RADON GAS:

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

16. NOTICES:

Any notice or demand, which, under the terms of the Sublease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail, by overnight mail or by hand delivery to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice. Notice given by certified or registered U.S. mail shall be effective on the third day after mailing; notice given by overnight mail shall be effective on the day after mailing; and notice by hand delivery shall be effective on the date of hand delivery.

Notice to the SUBLESSEE shall be addressed to:

Representative Dan Daley, District 97
1601 NW 136th Avenue, Building A
Sunrise, Florida 33323

With a copy to:

State Representative Dan Daley, District 97
402 South Monroe Street
Tallahassee, Florida 32399-1300

Notice to the SUBLESSOR shall be addressed to:

City Manager
City of Sunrise
10770 West Oakland Park Boulevard, 5th Floor
Sunrise, Florida 33351

With a Copy to:

City Attorney
City of Sunrise
10770 West Oakland Park Boulevard, 3rd Floor
Sunrise, FL 33351

17. TERMS:

Every term of this Sublease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Sublease.

18. PRIOR AGREEMENTS:

This Sublease incorporates and includes all prior negotiation, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Sublease that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Sublease.

19. APPLICABLE LAW AND VENUE:

This Sublease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Sublease shall be in Broward County, Florida. Both Parties hereby agree to waive a jury trial and will proceed to a trial by judge if necessary. Should the Parties be involved in legal action arising under, or connected to, this Sublease, each party will be responsible for its own attorneys' fees and costs.

20. CONDEMNATION:

In the event of Condemnation under the Master Lease, SUBLESSEE assigns to SUBLESSOR all rights to any damages award on account of any taking or condemnation of all or any part of Subleased Premises, or by reason of any act of any public or quasi-public authority for which the damages award is payable. SUBLESSEE agrees to execute such instruments of assignments as may be required by SUBLESSOR, to join with SUBLESSOR in any petition for the recovery of damages, if requested by SUBLESSOR, and to turn over to SUBLESSOR any such damages that may be recovered in any such proceeding. SUBLESSOR does not reserve to itself, and SUBLESSEE does not assign to SUBLESSOR, any damages payable for any trade fixtures installed by SUBLESSEE at its cost and expense which are not part of the realty, or for any damages for interruption to the business of SUBLESSEE which do not compensate for loss of real property or any interest therein.

21. THIRD PARTY BENEFICIARIES:

Neither SUBLESSOR nor SUBLESSEE intends to directly or substantially benefit a third party by this Sublease. Therefore, the Parties agree that there are no third-party beneficiaries to this Sublease and that no third party shall be entitled to assert a claim

against either of them based upon this Sublease. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Sublease.

22. COMPLIANCE WITH LAWS:

SUBLESSEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Sublease.

23. SEVERANCE:

In the event this Sublease or any portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either SUBLESSEE or SUBLESSOR elects to terminate this Sublease. Any election to terminate this Sublease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

24. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Sublease by reference and a term, statement, requirement, or provision of this Sublease, the term, statement, requirement, provision contained in this Sublease shall prevail and be given effect.

25. OTHER PROVISIONS:

Any additional provisions entered into at the time of execution of this Sublease shall require approval of the Parties by initialing at the bottom of any additional pages(s), which must be affixed to the Sublease.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, SUBLESSOR and SUBLESSEE have executed this Sublease on the dates hereinafter subscribed.

SUBLESSOR

Executed by SUBLESSOR on Aug 23, 2019

CITY OF SUNRISE, FLORIDA,
a Florida municipal corporation



Michael J. Ryan, Mayor

ATTEST:



Felicia M. Bravo, City Clerk

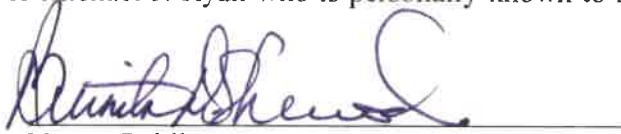
Resolution No. 19-115-19-A



Approved as to form by
Office of the City Attorney
Kimberly A. Kisslan, City Attorney
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

By: 
Kimberly A. Kisslan

The foregoing instrument was acknowledged before me this 23rd day of August, 2019, by Mayor Michael J. Ryan who is personally known to me and who did take an oath.


Notary Public

My Commission Expires:



BERNITA D SHERROD
Commission # GG 253679
Expires October 5, 2022
Bonded Thru Budget Notary Services

SUBLESSEE

Lindsay M Rayner
Witness Lindsay M Rayner

DAN DALEY

Julie Johnston
Witness Julie Johnston

Dan Daley
Dan Daley

The foregoing instrument was acknowledged before me this 26 day of August, 2019, by State Representative Dan Daley, who is personally known to me or has produced _____ as identification and did/did not take an oath.

Lindsay M Rayner
Notary Public

My Commission Expires:



Lindsay M Rayner
Comm. # GG367372
Expires: September 27, 2023
Bonded Thru Aaron Notary

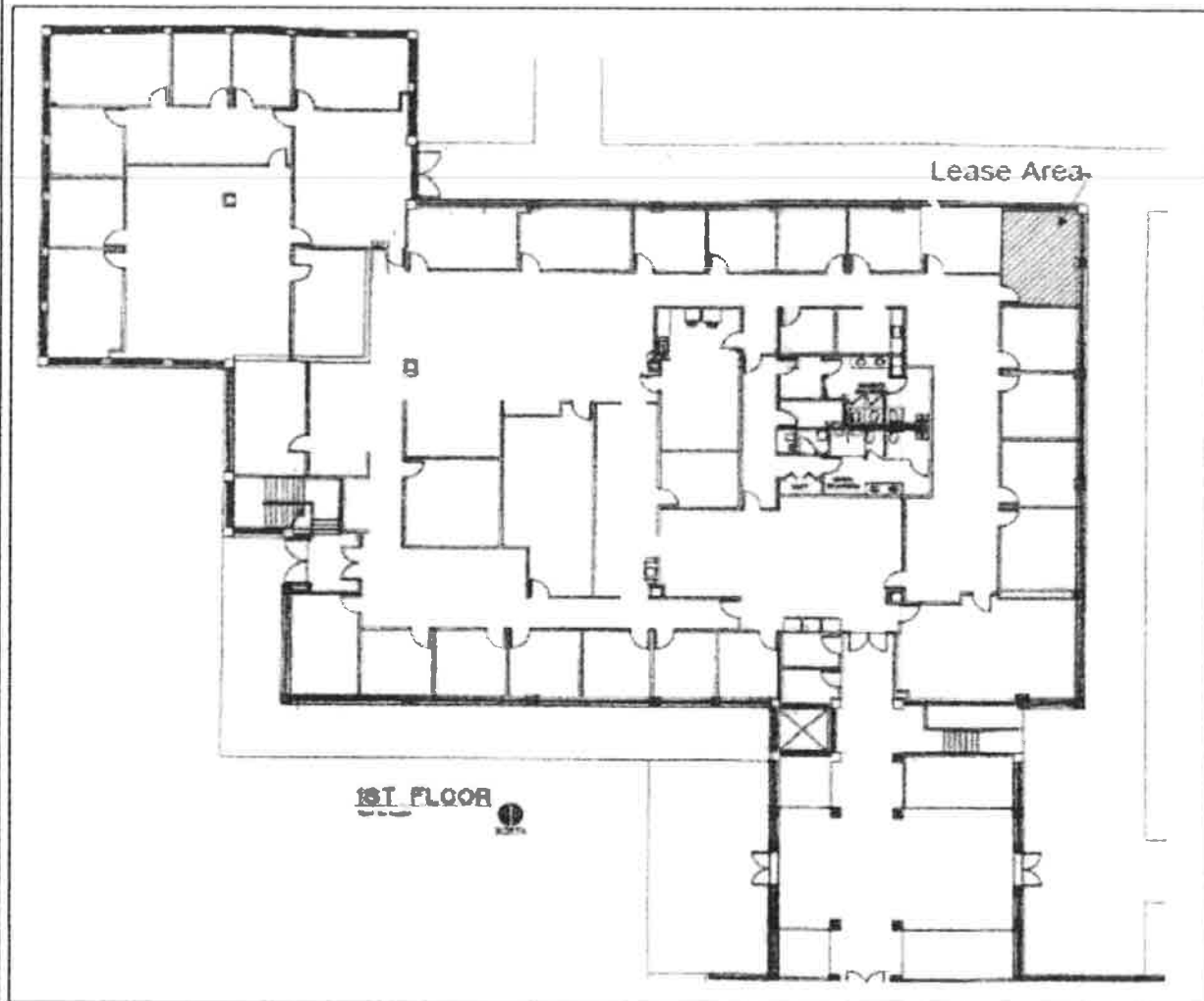


Exhibit "A"

One office generally located at the NE corner of the Community Development Department's leased space located at 1601 NW 136th Avenue, Building A, Sunrise, FL 33323

COMPOSITE EXHIBIT "B"

- **Lease Agreement (pages 1 – 35)**
- **First Amendment to Lease Agreement (pages 36 – 37)**
- **Second Amendment to Lease Agreement (pages 38 – 65)**
- **Third Amendment to Lease Agreement (pages 66 – 71)**
- **Fourth Amendment to Lease Agreement (pages 72 – 80)**
- **Consent to Sublease (to be added after execution)**

Mediterranea Palm Prop Sub
Comparative Income Statement
For the 7 Periods Ended July 31, 2019

Account	Title	January Actual	February Actual	March Actual	April Actual	May Actual	June Actual	July Actual	August Budget	September Budget	October Budget	November Budget	December Budget	Total
Income														
240-4600	Base Revenue	-	\$ 1,249,600	\$ 1,302,600	\$ 1,042,960	\$ 3,365,170	\$ 2,043,660	\$ 2,732,280	-	-	-	-	-	\$ 11,736,270
240-4605	Option Revenue	-	11,023	40,666	1,797	65,700	23,801	49,795	-	-	-	-	-	192,782
240-4610	Lot Premium	-	8,000	37,500	1,049	32,000	1,818	38,000	-	-	-	-	-	118,367
240-4800	Sales Revenue	-	-	-	-	19,245,000	8,206,524	-	-	-	-	-	-	27,451,524
240-4815	Title Fees	-	-	-	-	(6,070)	-	-	-	-	-	-	-	(6,070)
240-4820	Recording Fees	-	-	-	-	(6)	(233)	-	-	-	-	-	-	(239)
240-4825	Closing Incentives	-	(22,000)	(24,000)	(23,000)	(58,300)	(35,000)	(50,000)	-	-	-	-	-	(212,300)
240-4830	Stamp Taxes	-	-	-	-	(134,715)	(57,446)	-	-	-	-	-	-	(192,161)
240-4895	Other Closing Costs	-	-	-	-	(2,581)	-	-	-	-	-	-	-	(2,581)
240-4900	Other Income	-	9,380	9,380	9,380	25,795	16,415	21,105	-	-	-	-	-	91,455
240-4905	Interest Income	428	418	465	471	452	432	243	-	-	-	-	-	2,909
	Total Income	\$ 428	\$ 1,256,421	\$ 1,366,611	\$ 1,032,657	\$ 22,532,445	\$ 10,199,971	\$ 2,791,423	-	-	-	-	-	\$ 39,179,956
Cost of Sales														
240-5000	Cost of Sales - Global	\$ 4,752	\$ 531,137	\$ 581,674	\$ 450,205	\$ 17,716,837	\$ 6,665,889	\$ 1,496,749	-	-	-	-	-	\$ 27,447,243
240-5010	Cost of Sales - Direct Cost	3,743	561,182	625,190	494,431	1,566,979	962,147	1,259,949	-	-	-	-	-	5,473,621
	Total Cost of Sales	\$ 8,495	\$ 1,092,319	\$ 1,206,864	\$ 944,636	\$ 19,283,816	\$ 7,628,036	\$ 2,756,698	-	-	-	-	-	\$ 32,920,864
	Gross Margin	\$ (8,068)	\$ 164,102	\$ 159,747	\$ 88,021	\$ 3,248,629	\$ 2,571,935	\$ 34,726	-	-	-	-	-	\$ 6,259,092
Expenses														
240-6400	Legal & Professional	-	-	-	-	-	-	\$ 3,500	-	-	-	-	-	\$ 3,500
	Total Expenses	-	-	-	-	-	-	\$ 3,500	-	-	-	-	-	\$ 3,500
	Net Operating Income (Loss)	\$ (8,068)	\$ 164,102	\$ 159,747	\$ 88,021	\$ 3,248,629	\$ 2,571,935	\$ 31,226	-	-	-	-	-	\$ 6,255,592
Other Income														
	Other Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Other Income & Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
	Net Income (Loss)	\$ (8,068)	\$ 164,102	\$ 159,747	\$ 88,021	\$ 3,248,629	\$ 2,571,935	\$ 31,226	-	-	-	-	-	\$ 6,255,592