VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Enrique Garcia, *Vice Mayor*
Michael W. Davey
Robert Gusman
Michael E. Kelly
Jorge E. Mendia
Thomas Thornton

Village Manager
Genaro "Chip" Iglesias

MEMORANDUM

DATE: June 14, 2010

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager GIM for SL

RE: Public Works Yard at 24 Crandon Boulevard: Lease

RECOMMENDATION

It is recommended that the Council approve the attached Resolution which:

1. authorizes the execution of a lease for 5,445 sq. ft. at the rear of 24 Crandon Boulevard for purposes of establishing a Public Works Yard; and,

2. designates the FY10 Capital Improvements Plan Contingency as the funding source for the improvements.

BACKGROUND

At the direction of Council, the Administration negotiated with the owner of property at 24 Crandon Boulevard an agreement to lease 5,445 sq. ft. for the establishment of a Public Works Yard at the rear of the property. Attached is the lease with exhibits which show the location of the Public Works Yard, a description of the improvements, and budget ($28,046.88). The following summarizes the lease:

1. the term is for three (3) years unless terminated by either party upon a 180 day written notice. There is a provision that provides for the term to be automatically renewed every three (3) years;
2. The annual rent is $5.00 per sq. ft. for a total yearly rent of $27,225 which is paid monthly;
3. The use of the property is for the storage of materials, supplies, equipment, landscaping debris and bulk waste "white goods" and for other legal purposes; and,

4. The improvements include: mobilization, clearing and grubbing, drainage well and pump system, an eight (8) ft. high fence with screening, gates, electrical service and wiring, and re-sealing and re-striping of the parking lot as shown in Exhibit "B" of the lease.
5. In order to offset the cost of the improvements, rent is not paid three (3) months from the date the lease is executed.

The Administration has agreed to re-seal and re-stripe the parking lot in front of 12 Crandon Boulevard in return for their agreement to locate the Public Works Yard on land they hold an easement for parking purposes (see attached letter dated June 4, 2010).

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE AND SAMORO LLC FOR A PORTION OF THE PROPERTY LOCATED AT 24 CRANDON BOULEVARD FOR A PUBLIC WORKS YARD; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE; PROVIDING FOR IMPROVEMENTS TO BE PAID OUT OF THE FY2010 CAPITAL IMPROVEMENTS PLAN CONTINGENCY FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 13, 2010, the Village Council directed the Village staff to negotiate a lease for a portion of the property located at 24 Crandon Boulevard for the relocation of the public works yard; and

WHEREAS, the Village Council wishes to enter into the lease attached hereto as Exhibit "A," between the Village and Samoro LLC for a portion of the property located at 24 Crandon Boulevard in order to relocate the public works yard (the "Agreement"); and

WHEREAS, the Village Council directs the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," and to use FY2010 Capital Improvements Plan contingency funds to pay for any necessary improvements to establish the public works yard; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. **Agreement Approved.** The Village Council hereby approves the Agreement attached as Exhibit "A."

Section 3. **Village Manager Authorized.** The Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A-1," on behalf of the Village, subject to approval of the Village Attorney as to form and legal sufficiency. The Village Manager is further authorized to use FY2010 Capital Improvements Plan contingency funds to pay for any necessary improvements to establish the public works yard.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this _____ day of June, 2010.

_____
MAYOR ROBERT L. VERNON

ATTEST:

_____
CONCHITA H. ALVAREZ, CMC,
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

Exhibit "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the _____ day of _____ 2010 by and between **SAMORO, LLC**, a Florida limited liability company, whose mailing address is c/o Allen Levine, 1110 Brickell Ave., Suite 700, Miami, Florida 33131 ("Landlord") and the **VILLAGE OF KEY BISCAYNE**, a Florida municipal corporation, whose mailing address is 85 West McIntyre Street, Key Biscayne, Florida 33149 ("Tenant").

RECITALS

1. Landlord is the owner of that certain real property known as 24 Crandon Blvd., Miami-Dade County, Florida (the "Property").

2. Tenant desires to lease from Landlord, and Landlord is willing to lease to Tenant, a portion of the Property as shown on the sketch attached hereto as Exhibit "1" and made a part hereof (the "Premises"), in furtherance of such purposes of Tenant and upon and subject to all of the terms, covenants, conditions and provisions set forth below.

NOW, THEREFORE, in consideration of the rents and agreements set forth herein, and intending to be legally bound hereby, Landlord and Tenant agree as follows:

ARTICLE 1. Demise; Term; Rent.

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term (as hereinafter defined), the Premises.

1.2 This Lease shall be for a initial term commencing on the date hereof and expiring 3 years thereafter (the "Termination Date") (the "Initial Term"). Upon the expiration of the Initial Term, the Lease shall be automatically renewed for successive terms of 3 years each, unless sooner terminated in accordance with the terms of this Lease (the "Renewal Terms"). The Initial Term and the Renewal Terms shall hereinafter be collectively referred to as the "Term."

1.3 During the Term, Landlord and Tenant shall have the right, in their sole discretion, to terminate this Lease upon not less than 180 days prior written Notice (as defined below) to the other party. Upon the date set forth in such Notice, this Lease shall terminate and the parties shall be relieved of all rights and obligations hereunder except for any rights and obligations that expressly survive termination as set forth herein.

1.4 Annual rent for the Term shall be $5.00 per square foot of the Premises (the "Square Footage"), payable in equal monthly installments (the "Rent"), which amount includes all applicable sales tax, payable to Landlord commencing on the date that is three (3) months after the date hereof (such date being, the "Commencement Date") and thereafter, in advance, on the first day of each month during the Term. The Square Footage shall be agreed upon by the parties prior to the Commencement Date and inserted here: 5,445.

1.5 Upon the expiration of the Term or any earlier expiration or termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in the condition required under this Lease, subject to ordinary wear and tear.

ARTICLE 2. Utilities. Any and all utilities necessary for the use of the Premises by Tenant including, but not limited to, electric, water and sanitary sewer facilities, shall be separately arranged for and paid by Tenant. Landlord acknowledges and agrees that connections for utilities may be required on the Premises and shall cooperate with Tenant in obtaining all utilities including, but not limited to entering into the necessary agreements and easements with the providers of such utilities.

ARTICLE 3. Use; Access.

3.1 The Premises may be used for the storage of materials, supplies and equipment of Tenant, including, without limitation, landscaping debris and bulk waste "white goods" and for other legal purposes. Tenant shall comply with all laws and regulations applicable to Tenant's use and occupancy of the Premises. .

3.2 Tenant, its agents, employees, invitees and guests shall have at all times, without restriction, the right to access the Premises from Crandon Blvd., over and across the shopping center owned by Landlord adjacent to the Premises, for purposes of vehicular and pedestrian ingress and egress. The foregoing right of access shall be deemed an easement, running with the land, appurtenant to the estate of Tenant created hereunder. Notwithstanding the foregoing, Tenant acknowledges that the parking and access areas are used in common with other occupants and users of the Landlord's property and Tenant agrees not to unreasonably interfere with or disturb such other occupants and users.

ARTICLE 4. Improvements to the Premises.

4.1 Tenant shall have the right to install and maintain all equipment, furniture, furnishings and other personal property necessary to conduct its business at the Premises. All equipment, furniture, furnishings and other personal property provided by Tenant or at Tenant's expense and any other movable property of Tenant shall be and remain property of Tenant that shall be removed on or before the Termination Date or earlier termination of this Lease. Tenant shall be responsible for the maintenance and/or loss of any of Tenant's personal property, except for any loss or damage caused by the gross negligence or willful misconduct of Landlord and/or its employees, agents, guest and invitees. During the Term, Tenant shall maintain the Premises in good order and condition.

4.2 Tenant shall have the right to construct on the Premises and thereafter use certain drainage improvements (the "Improvements") more particularly described on Exhibit "2" attached hereto and made a part hereof (the "Plans"). The Improvements shall be completed in substantial accordance with the Plans.

4.3 Tenant shall select the contractor(s) for the construction of the Improvements and shall obtain all building permits necessary to complete the Improvements, all in accordance with

applicable law. Thereafter, Tenant shall promptly commence construction and diligently pursue Substantial Completion of the Improvements. "Substantial Completion" shall mean that the appropriate governmental authority has issued a permanent certificate of occupancy or use, as applicable, for the Improvements.

4.4 Landlord acknowledges and agrees that Tenant intends to cause the Improvements to be constructed prior to the Commencement Date. In order to do so, commencing on the date hereof, Landlord hereby grants Tenant and its employees, contractors (and their subcontractors), agents and consultants, a license to enter upon the Premises for the purpose of constructing the Improvements and activities necessary and ancillary thereto. Such license shall be subject to the parties obligations with respect to maintenance and insurance expressly set forth in this Lease. The license shall terminate upon the Commencement Date.

4.5 As additional consideration for the mutual covenants contained herein, Tenant shall, at Tenant's sole cost and expense, re-seal and re-stripe the parking lot located southeast of the Premises and abutting Crandon Blvd., as shown on the sketch attached hereto as Exhibit "3" and made a part hereof.

ARTICLE 5. Quiet Enjoyment. Upon paying Rent and keeping and performing the terms, covenants, conditions and provisions of this Lease, Tenant may lawfully and quietly hold and enjoy the Premises during the Term without hindrance, ejection, molestation, or interruption.

ARTICLE 6. Defaults; Conditional Limitations; Remedies. If either party is in default under this Lease for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law and in equity, including, but not limited to, the right to terminate this Lease. If the non-monetary default cannot reasonably be cured within a 30-day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

ARTICLE 7. Indemnification.

7.1 Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Tenant does hereby indemnify and hold harmless Landlord from and against any and all liabilities, damages, claims, costs or expenses whatsoever including reasonable attorneys' fees and costs at both the trial and appellate levels (collectively "Claims") arising from Tenant's exercise of its rights under this Lease, except for any Claims arising due to the grossly negligent or tortuous acts or omissions of Landlord. Subject to the limitations contained herein, Tenant does hereby indemnify Landlord from all third party claims asserted against Landlord based upon acts or omissions of Tenant, its agents, contractors, guests, invitees, successors and assigns, in exercising or discharging Tenant's rights pursuant to this Lease.

7.2 Landlord does hereby indemnify and hold harmless Tenant and its elected officials,

employees from and against any and all Claims arising from Landlord's exercise of its rights under this Lease, except for any Claims arising due to the acts or omissions of Tenant. Subject to the limitations contained herein, Landlord does hereby indemnify Tenant from all third party claims asserted against Tenant based upon either the grossly negligent or tortuous acts or omissions of Landlord, its agents, contractors, guests, invitees, successors and assigns, in exercising or discharging Landlord's rights pursuant to this Lease.

ARTICLE 8. Assignment and Subletting. Tenant shall not sublet assign or otherwise transfer this Lease, or any part of Tenant's right, title or interest therein or mortgage, pledge or otherwise encumber this Lease without Landlord's prior written consent, which consent shall be within Landlord's sole discretion.

ARTICLE 9. Damage; Restoration. If the Premises, including the Improvements or any part thereof shall be damaged or destroyed by fire, flood or other casualty ("Damage") as to render the Premises and/or the Improvements, or any part thereof, untenantable by Tenant for a consecutive period of more than fifteen (15) days, Tenant may terminate this Lease by giving thirty (30) days Notice to Landlord. If Tenant does not terminate this Lease as aforesaid, Landlord shall proceed with diligence to repair the Damage to the Premises.

ARTCILE 10. Signs. Tenant, at its sole cost and expense, may install or affix any and all signs on or about the Premises in accordance with applicable laws provided that any signage shall be subject to Landlord's reasonable approval (keeping in mind that the Premises are part of a building which is used by other tenants for retail purposes) and provided further that Tenant shall remove such signage upon expiration or termination of this Lease.

ARTICLE 11. Notices. All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing (each such, a "Notice") and addressed as follows (or to any other address which either party may designate by Notice):

If to Tenant:

Village Manager
Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, FL 33149

With a copy to:

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd,. Suite 700
Coral Gables, Florida 33134
Attn: Steven J. Helfman, Esq.

If to Landlord:

Attn: Alan Levine

1110 Brickell Ave., Suite 700
Miami, Florida 33131

Any Notice required by this Lease to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given only if delivered by hand, evidenced by written receipt; sent by certified mail, return receipt requested, postage and fees prepaid; or sent by overnight delivery service, evidenced by written receipt. A Notice sent by certified mail shall be deemed given as of the receipt date indicated on the return receipt. All other Notices shall be deemed given when received.

ARTICLE 12. Insurance.

12.1 Landlord agrees that Tenant may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. Landlord and Tenant agree that the insurance policy limits currently held by Tenant under the Florida Municipal Insurance Trust shall be maintained, at Tenant's expense, during the Term.

12.2 Landlord shall, throughout the Term, maintain at its sole cost the following insurance:

(a) Comprehensive general liability insurance. Such policy shall contain inclusive limits per occurrence of not less than $2,000,000 combined single limit and include Tenant as an additional insured.

(b) Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.

All policies referred to above shall be taken out with insurers licensed to do business in Florida, and contain an undertaking by the insurers to notify Tenant not less than thirty (30) days prior to any material change, cancellation, or termination.

ARTICLE 13. Taxes. Landlord shall pay to the appropriate taxing authority on or before the applicable due date all Taxes, as hereinafter defined, incurred during the Term. "Taxes" means the cost of all real estate, personal property and other ad valorem taxes, and any other levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Premises, the equipment and improvements therein contained, and including sales, use and excise and any amounts assessed or charged in substitution for or in lieu of any such taxes, as well as any amounts assessed or charged against Landlord or Tenant or both arising out of or in connection with Tenant's use and occupancy of the Premises and this Lease including the Rent payable hereunder.

ARTICLE 14. Miscellaneous.

14.1 In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party (as such parties are hereafter defined), including reasonable attorneys' fees, through appeal.

14.2 This Lease shall be governed by and construed in accordance with the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

14.3 The terms, covenants, conditions, and provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors, and assigns.

14.4 This Lease may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

14.5 If any term, covenant, condition or provision of this Lease (or the application thereof to any circumstance or Person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby; and each remaining term, covenant, condition and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Lease would prevent the accomplishment of the original intent of the agreement between the parties.

14.6 Upon execution of this Lease, Landlord shall provide Tenant with any existing surveys, title insurance policies, environmental reports, engineering reports and any other material documentation, information, correspondence, and materials related to the Premises.

14.6 All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants, and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

14.7 Upon termination or expiration of this Lease, the parties shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration.

14.8 No elected official, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

14.9 The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

14.10 Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more

severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

14.11 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

14.12 This document incorporates and includes all prior negotiations, 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 Lease 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.

14.13 Tenant does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Tenant be liable for any consequential and/or punitive damages in connection with this Lease.

14.14 All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

14.15 Tenant cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Tenant to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

14.16 WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT EACH WAIVE ANY AND ALL RIGHTS THAT IT MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR ANY STATE, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE OR ANY TRANSACTIONS CONTEMPLATED THEREBY OR RELATED THERETO. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, AND/OR COUNTERCLAIMS IN ANY SUCH ACTION OR PROCEEDING.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

WITNESSES:

SAMORO, LLC, a Florida limited liability company

By:_____

_____
Name:_____

_____
Name:_____

VILLAGE OF KEY BISCAYNE, a Florida municipal corporation

By:_____
, Village Manager

_____
Name:_____

_____
Name:_____

ATTEST:

_____
Village Clerk

APPROVED:

_____
Village Attorney

Exhibit "1"

THE PREMISES

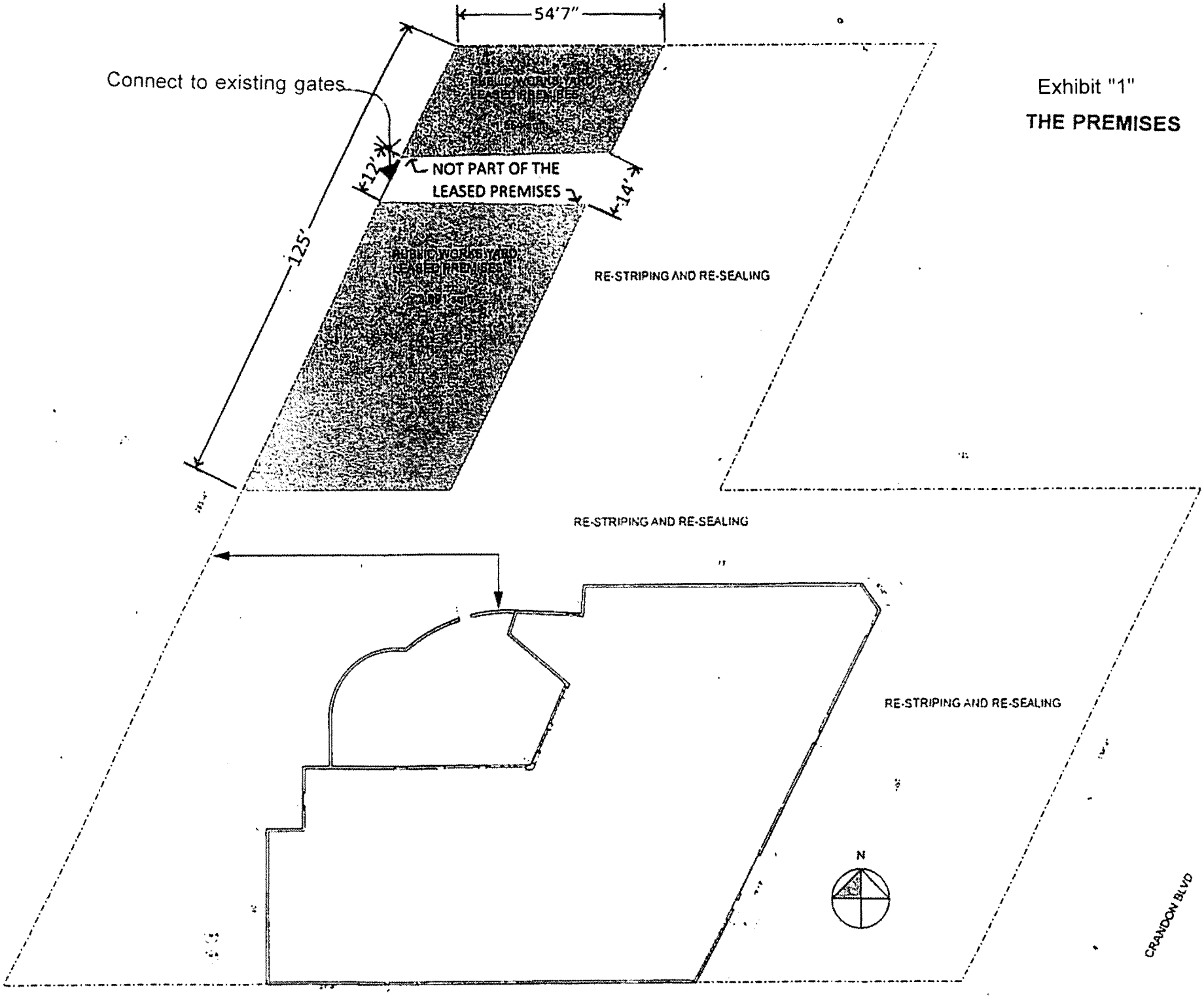

Exhibit "2"

Description of Improvements

1. Clearing and grubbing
2. Catch Basins – 2
3. Exfiltration Trench (5ft wide x 15 ft. deep x 100 lin feet)
4. 8ft High fencing with screen and gates
5. Electrical and Water Service
6. Re-sealing and re-striping of parking lot from the eastern most fence to the Kayjo, Inc. building at 12 Crandon Blvd. and the parking lot facing Crandon Boulevard at 24 Crandon Boulevard (see drawing attached as part of Exhibit "C")

May 28, 1010

Conceptual Cost Estimate
Key Biscayne Public Works Yard - Behind La Carreta

Mobilization	1	LS	$500.00	$500.00
Clearing & Grubbing	1	LS	$500.00	$500.00
Drainage Well and pump system	1	EA	$3,250.00	$3,250.00
8 ft high fencing w/ slats & rolling gates	325	LF	$37.50	$12,187.50
Electrical Service & Wiring	1	LS	$2,750.00	$2,500.00
Resealing & Restriping	1	LS	$3,500.00	$3,500.00
		Sub-Total		$22,437.50
	Contractor's Gen Conditions, OH and Profit			$3,365.63
	Surveying, Design and Permits			$2,243.75
			TOTAL	$28,046.88

EXHIBIT "3"

[See drawing attached as Exhibit "1" for identification of parking areas to be re-sealed and re-striped by Tenant]

KAYJO, INC.
c/o Lancaster & Reed
50 West Mashta Drive #6
Key Biscayne, Florida 33149

June 4, 2010

Samoro, LLC
c/o Alan Levine, Esq.
Levine & Partners, P.A
1110 Brickell Avenue, Ste 700
Miami, Florida 33131
awl@levinelawfirm.com

Village of Key Biscayne
c/o Jonathan Kurry, Esq.
Weiss Serota, et al
2525 Ponce De Leon Blvd., Ste 700
Coral Gables, Flroida 33134
jkurry@wsh-law.com

RE: Proposed Lease Agreement (the "Lease") by and between Samoro, LLC, a Florida limited liability company ("Samoro"), as landlord, and the Village of Key Biscayne, Florida (the "Village"), as tenant, for a rear portion (the "Leased Premises") of the parking lot located behind 12 Crandon Blvd., Key Biscayne, Florida having Tax Folio No. 24 4232 002 0021 (the "Samoro Property")

Dear Sirs:

As you know, Kayjo, Inc. ("Kayjo") is the owner of the real property located at 12 Crandon Blvd, Key Biscayne, Florida having Tax Folio No. 24 4232 002 0020 (the 'Kayjo Property"). As owner of the Kayjo Property, Kayjo has certain parking easement rights relating to the Samoro Property which are more particularly described in the Grant of Easement recorded on February 5, 1970 in Official Records Book 6747, at Page 336, of the Public Records of Miami-Dade County, Florida (the "Parking Easement").

We understand that the Lease is subject to approval of the Village Commission and that the Village has requested Kayjo's consent to the Lease to insure that Kayjo has no objection to same. To the full extent that Kayjo's consent or approval might be required under the Parking Easement or otherwise, please accept this letter as confirmation that Kayjo is aware of and approves the proposed Lease between Samoro and the Village for the Leased Premises, which Leased Premises are more particularly described and depicted in Exhibit A to the Lease, a copy of which is attached to this letter. It is agreed that you may rely on a facsimile copy of this letter.

KAYJO, INC., a Florida corporation

By: _____
Michael Rice, President