

# MEMORANDUM

Agenda Item No. 11(A)(8)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** June 1, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving, pursuant to section 125.38, Florida Statutes, a ground lease agreement for vacant County-owned land located on a portion of Folio No. 01-3135-104-0010 ("Demised Premises"), between Miami-Dade County, the Public Health Trust of Miami-Dade County ("Public Health Trust"), and Ronald McDonald House Charities of South Florida, Inc., a Florida not-for-profit corporation ("RMH"), to develop the Demised Premises for the purpose of providing temporary housing for families of critically ill children; approving the attached ground lease agreement with RMH for a 50-year term with two, 20-year renewal option periods ("term"), with an annual rental payment of \$1.00; declaring the Demised Premises surplus; waiving the requirements of Implementing Order 8-4; waiving the requirements of Resolution No. R-407-19 with respect to written notice to the public; delegating authority to the County Mayor to execute, and to the Public Health Trust to co-execute, the ground lease agreement; delegating authority to the Public Health Trust to manage and administer the terms of the lease on behalf of Miami-Dade County, as ground lessor, consistent with the terms therein, and to execute amendments and modifications, and to exercise all other rights, including cancellation provisions and termination clauses, conferred to the County therein; authorizing the Public Health Trust to execute other agreements and instruments, consistent with the terms of the lease, as necessary to give effect to the intent of this resolution; authorizing the County Mayor and the Public Health Trust to take all actions to effectuate the lease transaction, including terminating the existing ground lease with RMH; authorizing conveyance of utility easements necessary for RMH's use of the Demised Premises; directing the County Mayor to perform any background checks required by section 2-8.6.5(3)(a) of the Code; and directing the County Mayor to provide an executed copy of the ground lease agreement to the Property Appraiser's Office within 30 days of its execution

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz, and Co-Sponsors Commissioner Sally A. Heyman, Commissioner Kionne L. McGhee and Senator Javier D. Souto.



Geri Bonzon-Keenan  
County Attorney

GBK/uw



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** June 1, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(8)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(8)  
6-1-22

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, A GROUND LEASE AGREEMENT FOR VACANT COUNTY-OWNED LAND LOCATED ON A PORTION OF FOLIO NO. 01-3135-104-0010 (“DEMISED PREMISES”), BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY (“PUBLIC HEALTH TRUST”), AND RONALD MCDONALD HOUSE CHARITIES OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (“RMH”), TO DEVELOP THE DEMISED PREMISES FOR THE PURPOSE OF PROVIDING TEMPORARY HOUSING FOR FAMILIES OF CRITICALLY ILL CHILDREN; APPROVING THE ATTACHED GROUND LEASE AGREEMENT WITH RMH FOR A 50-YEAR TERM WITH TWO, 20-YEAR RENEWAL OPTION PERIODS (“TERM”), WITH AN ANNUAL RENTAL PAYMENT OF \$1.00; DECLARING THE DEMISED PREMISES SURPLUS; WAIVING THE REQUIREMENTS OF IMPLEMENTING ORDER 8-4; WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-407-19 WITH RESPECT TO WRITTEN NOTICE TO THE PUBLIC; DELEGATING AUTHORITY TO THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE, AND TO THE PUBLIC HEALTH TRUST TO CO-EXECUTE, THE GROUND LEASE AGREEMENT; DELEGATING AUTHORITY TO THE PUBLIC HEALTH TRUST TO MANAGE AND ADMINISTER THE TERMS OF THE LEASE ON BEHALF OF MIAMI-DADE COUNTY, AS GROUND LESSOR, CONSISTENT WITH THE TERMS THEREIN, AND TO EXECUTE AMENDMENTS AND MODIFICATIONS, AND TO EXERCISE ALL OTHER RIGHTS, INCLUDING CANCELLATION PROVISIONS AND TERMINATION CLAUSES, CONFERRED TO THE COUNTY THEREIN; AUTHORIZING THE PUBLIC HEALTH TRUST TO EXECUTE OTHER AGREEMENTS AND INSTRUMENTS, CONSISTENT WITH THE TERMS OF THE LEASE, AS NECESSARY TO GIVE EFFECT TO THE INTENT OF THIS RESOLUTION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE AND THE PUBLIC HEALTH TRUST TO TAKE ALL ACTIONS TO EFFECTUATE THE LEASE TRANSACTION, INCLUDING TERMINATING THE EXISTING GROUND LEASE WITH RMH; AUTHORIZING CONVEYANCE OF UTILITY EASEMENTS NECESSARY FOR RMH’S USE OF THE DEMISED PREMISES; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO PERFORM ANY BACKGROUND CHECKS REQUIRED BY SECTION 2-8.6.5(3)(a) OF THE CODE OF MIAMI-DADE COUNTY; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE GROUND LEASE AGREEMENT TO THE PROPERTY APPRAISER’S OFFICE WITHIN 30 DAYS OF ITS EXECUTION

**WHEREAS**, the Public Health Trust of Miami-Dade County, Florida (the “Public Health Trust”) is an agency and instrumentality of Miami-Dade County which is responsible for the operation, maintenance, and governance of Jackson Memorial Hospital, Jackson South Medical Center, Jackson North Medical Center, Jackson West Medical Center, and other “designated facilities” as such term is defined in chapter 154, part II, Florida Statutes, and chapter 25A of the Code of Miami-Dade County (“Code”); and

**WHEREAS**, chapter 25A of the Code further provides that fee simple title to the designated facilities shall remain with Miami-Dade County (the “County”); and

**WHEREAS**, Ronald McDonald House Charities of South Florida, Inc., a Florida not-for-profit corporation (“RMH”), is organized as an exempt organization under section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, pursuant to an existing ground lease with the Public Health Trust, RMH operates the Ronald McDonald House located on County-owned land at 1145 Northwest 14th Terrace, Miami, Florida, which provides temporary housing for the families of children undergoing treatment for serious illnesses, injuries or disabilities at nearby hospitals or rehabilitation centers, pursuant to its license agreement with the McDonald’s Corporation; and

**WHEREAS**, the County desires to enter into a new ground lease agreement with RMH for a newer, larger facility to be located on County-owned real property, consisting of a vacant parcel of land at the designated facilities of the Public Health Trust, located on a portion of Folio No. 01-3135-104-0010 in close proximity to the Jackson Memorial Medical Center (“Demised Premises”); and

**WHEREAS**, RMH desires to use the Demised Premises to continue to fulfill its charitable mission, by providing temporary housing to families of critically ill children, a purpose consistent with promoting community interest and welfare; and

**WHEREAS**, the costs associated with the development, construction, and operation at the Demised Premises will be the responsibility of RMH; and

**WHEREAS**, this Board finds, pursuant to section 125.38, Florida Statutes, that RMH requires the Demised Premises for a use consistent with the purposes for which it was incorporated, finds that such lease for that use would promote community interest and welfare, and that the Demised Premises is not otherwise needed for County purposes; and

**WHEREAS**, in accordance with Implementing Order 8-4, the Internal Services Department has announced the availability of the property to all County departments to determine if they are interested in the property, but no County department has expressed a need for or an interest in it; and

**WHEREAS**, the appraised market value of the Demised Premises, as of September 2021, is approximately \$1,570,000.00 with an annual market rental value of \$94,200.00, according to one appraisal, and approximately \$1,880,000.00 with an annual market rental value of \$113,000.00, according to a second appraisal, attached hereto as a composite Exhibit A; and

**WHEREAS**, this Board finds that in light of the proposed use of the property, a compelling reason exists to forego rent beyond a nominal amount with respect to the Demised Premises as requiring payment of rent would create an additional economic hardship to RMH, and such funds could be allocated to provide additional support for the mission, goals and services provided by RMH as further set forth within the ground lease agreement; and

**WHEREAS**, this Board, pursuant to section 125.38, Florida Statutes, wishes to lease the Demised Premises to RMH for a term of 50 years, with two options to renew of 20 years each (“Term”), at an annual rental rate of \$1.00; and

**WHEREAS**, it is also the intent of this Board that the Public Health Trust manage Miami-Dade County's interest as ground lessor and administer the terms of the lease agreement on behalf of Miami-Dade County, including executing modifications consistent with the terms and intent of this resolution, as well as routine lease instruments, and for the County Mayor and the Public Health Trust to take other actions as appropriate to effectuate the lease transaction, including consenting to utility easements on the Demised Premises as necessary for RMH to use the property in accordance with the terms of the lease; and

**WHEREAS**, in accordance with section 2-8.6.5 of the Code, the County would only be leasing, not conveying in fee simple, the property to RMH, and if RMH fails to use the property in accordance with the requirements of the lease agreement, then the County has the right to terminate the lease agreement; and

**WHEREAS**, this Board, pursuant to Resolution No. R-256-13 has set forth a policy requiring leases with not-for-profit corporations to include lease terms requiring a rental payment in lieu of paying taxes in the event that tax exempt status is achieved by the not-for-profit corporation, unless a hardship or other substantial reason exists for foregoing such payment; and

**WHEREAS**, this Board finds that requiring such payment in lieu of taxes would either create an economic hardship for RMH or would not be required because a substantial reason exists to forego such a payment insofar as RMH is providing a needed service to families of children undergoing treatment for serious conditions; and

**WHEREAS**, this Board desires to waive the requirements of Implementing Order 8-4, as well as the requirements of Resolution No. R-407-19 regarding provision of advance notice to the public of the intended lease transaction; and

**WHEREAS**, this Board desires to accomplish the purposes outlined in the memorandum accompanying Resolution Number PHT 10/2021-052, a copy of which is attached hereto as Exhibit B,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** The foregoing recitals are incorporated in this resolution and are approved.

**Section 2.** This Board declares the Demised Premises surplus and finds that it is not needed for County purposes.

**Section 3.** This Board approves, pursuant to section 125.38, Florida Statutes, the lease of the Demised Premises to RMH to operate and manage the Demised Premises to provide temporary housing to families of critically ill children, at below-market rent, in furtherance of community interest and welfare (“permitted use”).

**Section 4.** This Board approves the terms of the ground lease agreement, in substantially the form attached hereto as Exhibit C, between the County, as landlord, and RMH, as tenant, for the Demised Premises located on a portion of Folio No. 01-3135-104-0010, which lease provides for an initial term of 50 years with two, 20 year options to renew at an annual rental rate payable to the County of \$1.00 until the expiration of the term.

**Section 5.** Subject to the fulfillment of the condition set forth in section 12, and to the extent there are no adverse findings in the required report, this Board authorizes the County Mayor or County Mayor’s designee and the Board of Trustees of the Public Health Trust or its designee to negotiate, finalize and execute the ground lease agreement; and authorizes the Board of Trustees of the Public Health Trust or its designee to administer the terms of the ground lease on behalf of Miami-Dade County, to exercise any amendments, modification, cancellation, termination, renewal provisions, assignments, and any other rights contained in the ground lease, to execute

routine lease instruments and other agreements consistent with the terms of the ground lease as necessary to give effect to the intent of this resolution, and to take all actions appropriate to effectuate the ground lease agreement, including terminating the existing ground lease with RMH at its current location.

**Section 6.** This Board further authorizes the conveyance of utility easements as necessary for RMH to use the Demised Premises consistent with the permitted use and the terms of the ground lease, and authorizes the County Mayor or County Mayor's designee and the Board of Trustees of the Public Health Trust or its designee to execute such easements and to exercise all provisions contained therein, with the Public Health Trust to make feasible efforts to minimize any negative visual impact to the public of the utility lines or equipment, in accordance with Resolution No. R-504-15. This Board waives the provisions of Implementing Order 8-4 as relates to such utility easements.

**Section 7.** This Board waives Resolution No. R-407-19 regarding written notification to the public prior to leasing County-owned property, as well as the provisions of Implementing Order 8-4.

**Section 8.** This Board directs the County Mayor or County Mayor's designee to provide the Property Appraiser's Office with a copy of the executed lease agreement within 30 days of its execution. To the extent utility easements are conveyed in accordance with section 6 of this resolution, the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, shall record the easement conveyances in the public records of the County and provide a recorded copy to the Clerk of the Board and the Property Appraiser's Office within 30 days of execution.

**Section 9.** This Board directs the Board of Trustees of the Public Health Trust or its designee to appoint staff to monitor compliance with the lease agreement after execution of same,



to provide written notice to the Clerk of the Board as to the name of the staff member and the department tasked with monitoring this lease (“monitoring memorandum”), and submit a copy of the final, executed lease agreement to the Clerk of the Board, who shall file same and the monitoring memorandum along with this resolution.

**Section 10.** This Board directs the Clerk of the Board to permanently store a copy of the final executed ground lease agreement, as well as the recorded copies of any easement conveyances pursuant to section 6 of this resolution.

**Section 11.** This Board authorizes the County Mayor or County Mayor’s designee to take all actions as appropriate to effectuate the ground lease agreement and directives in this resolution.

**Section 12.** This Board directs the County Mayor or County Mayor’s designee to notify RMH of the criminal background checks required by section 2-8.6.5(3)(a) of the Code, and to perform such background checks and obtain copies of such reports. To the extent there are any adverse findings, the County Mayor or County Mayor’s designee, prior to executing the ground lease agreement, shall report such findings to and seek a separate approval for execution of the ground lease agreement from this Board.

The Prime Sponsor of the foregoing resolution is Chairman Jose “Pepe” Diaz, and the Co-Sponsors are Commissioner Sally A. Heyman, Commissioner Kionne L. McGhee and Senator Javier D. Souto. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of June, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
 BY ITS BOARD OF  
 COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
 Deputy Clerk

Approved by County Attorney as  
 to form and legal sufficiency.

KMM

Kevin Marker  
 Miguel A. Gonzalez

# **APPRAISAL REPORT**

## **A GROUND LEASE PROPERTY**

### **LOCATED AT:**

**THE NORTHEAST CORNER OF  
THEORETICAL N. W. 16<sup>TH</sup> STREET AND  
THEORETICAL N. W. 10<sup>TH</sup> COURT  
MIAMI, FLORIDA**

### **PREPARED FOR:**

**JACKSON HEALTH SYSTEM  
1500 N. W. 12<sup>TH</sup> STREET  
MIAMI, FLORIDA**

### **AS OF:**

**SEPTEMBER 1, 2021**

### **PREPARED BY:**

**QUINLIVAN APPRAISAL, P.A.  
7300 NORTH KENDALL DRIVE- SUITE 530  
MIAMI, FLORIDA 33156**

**QUINLIVAN APPRAISAL**  
A PROFESSIONAL ASSOCIATION  
7300 NORTH KENDALL DRIVE, SUITE 530  
MIAMI, FLORIDA 33156

Thomas F. Magenheimer, MAI  
State Certified General Appraiser  
RZ 553

Telephone (305) 663-6611  
Fax (305) 670-4330  
tmagmai@aol.com

September 20, 2021

Shanika Jackson-Hunter  
Assistant Manager - Real Estate Services  
Jackson Health System  
1500 N. W. 12<sup>th</sup> Avenue - Suite 816  
Miami, Florida 33136

Dear Ms. Jackson Hunter:

In accordance with your request and authorization, I have prepared this Appraisal Report covering the following described property:

A 15,679 square foot land parcel, located at the northeast corner of theoretical N. W. 16<sup>th</sup> Street and theoretical N. W. 10<sup>th</sup> Court, Miami, Florida.

The purpose of this Appraisal is to estimate the Market Value and annual Market Rent of the described property as of September 1, 2021, being one of the dates of personal inspection.

To the best of my knowledge, the opinions and conclusions were developed and this Appraisal Report was prepared in accordance with the standards and reporting requirements of the FIRREA of 1989 – Title XI and its updates, the most current Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, and the Federal Transit Administration Title 49 CFR Subtitle A, Section 24.103.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth. This appraisal is not based on any hypothetical conditions or extraordinary assumptions.

**Shanika Jackson-Hunter**  
**Jackson Health System**  
**September 20, 2021**  
**Page 2**

As of the date of this appraisal report, the world is experiencing a pandemic from the Coronavirus Covid-19. The world and national economies are highly volatile due to the uncertainty of the length of time of the pandemic and its impact on the economy. Based on the histories of pandemics in the 20<sup>th</sup> century, such as SARS, EBOLA, Swine Flu and H1N1, and the steps being taken by federal, state, and local governments and the recent development of vaccines, the current Coronavirus pandemic will pass with time. However, the timing of the recovery to return to a life similar to before the pandemic is unknown. Based on the information available and historical evidence, this appraisal is based on the assumption that the current pandemic will not have significant long term impact on the property that is the subject of this appraisal.

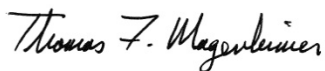
The subject site does not have street frontage. The subject site is part of the larger 38.91 acre campus of the Jackson Memorial Hospital. The subject site is valued as part of the larger tract.

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of September 1, 2021, the subject property had an annual Market Rent of:

**ANNUAL MARKET RENT**

**\$94,200**

Respectfully submitted,



**Thomas F. Magenheimer, MAI**  
State-Certified General Appraiser  
Certification Number: RZ 553

TFM/  
(21-073)

# TABLE OF CONTENTS

	<u>PAGE</u>
COVER PAGE	
TRANSMITTAL LETTER	
TABLE OF CONTENTS	
<i>CERTIFICATION OF VALUE</i> .....	1
SUMMARY OF SALIENT FACTS AND CONCLUSIONS.....	3
<i>INTRODUCTION</i> .....	6
INTRODUCTION .....	7
IDENTIFICATION OF THE PROPERTY.....	7
LOCATION .....	7
PURPOSE AND DATE OF APPRAISAL .....	7
INTENDED USE AND USER OF APPRAISAL.....	7
LEGAL DESCRIPTION.....	7
PROPERTY RIGHTS APPRAISED .....	7
DEFINITION OF MARKET VALUE.....	8
DEFINITION OF MARKET RENT .....	8
ASSESSMENT AND TAXES – 2020.....	10
OWNER OF RECORD AND ADDRESS .....	10
THREE-YEAR HISTORY OF TITLE.....	10
ESTIMATED EXPOSURE TIME .....	11
ESTIMATED MARKETING PERIOD.....	11
<i>SCOPE OF THE APPRAISAL</i> .....	12
<i>LOCATION ANALYSIS</i> .....	14
COUNTY DATA.....	15
NEIGHBORHOOD DATA.....	24
<i>SITE DATA</i> .....	27
<i>ZONING</i> .....	30
<i>HIGHEST AND BEST USE</i> .....	33
<i>THE APPRAISAL PROCESS</i> .....	36
<i>LAND VALUE ANALYSIS</i> .....	38
<i>ESTIMATE OF MARKET RENT</i> .....	56
<i>ADDENDA</i> .....	60
ASSUMPTIONS AND LIMITING CONDITIONS	
QUALIFICATIONS	
CLIENT LIST	

## ***CERTIFICATION OF VALUE***

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The undersigned hereby certifies that, to the best of my knowledge and belief:

- (A) The statements of fact contained in the report are true and correct.
- (B) The reported analyses, opinions and conclusions are limited only by the assumptions and limiting conditions set forth, and are my personal, unbiased professional analyses, opinions and conclusions.
- (C) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (D) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (E) My engagement in this assignment is not contingent upon developing or reporting predetermined results.
- (F) The appraiser's compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Furthermore, the appraisal assignment is not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- (G) The appraiser's analyses, opinions and conclusions are developed, and this report is prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the requirements of the State of Florida for state-certified appraisers.
- (H) Use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
- (I) Thomas F. Magenheimer has made a personal inspection of the property that is the subject of this report.
- (J) No one provided significant professional assistance to the person signing this report.
- (K) The reported analyses, opinions, and conclusions are developed, and this report is prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

- (L) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (M) The undersigned has not performed appraisal services on the subject property in the three year period immediately preceding the acceptance of this assignment.

As of the date of this report, Thomas F. Magenheimer have completed the requirements under the continuing education program for The Appraisal Institute.

*Thomas F. Magenheimer*

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**THOMAS F. MAGENHEIMER, MAI**  
**STATE-CERTIFIED REAL ESTATE APPRAISER**  
**CERTIFICATION NUMBER: RZ 553**



**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

Purpose of Appraisal	Market Rent
Property Rights Appraised	Fee Simple
Location	The northeast corner of theoretical N. W. 16 <sup>th</sup> Street and theoretical N. W. 10 <sup>th</sup> Court, Miami, Florida
Land Size	15,697 square feet
Improvements	None
Zoning	CI-HD, Civic Institutional Hospital District
Highest and Best Use:	Institutional use
Land Value Indication	\$1,570,000
Annual Market Rent	\$94,200
Date of Inspection	September 1, 2021
Date of Value Estimate	September 1, 2021
Date of Report	September 20, 2021



**LOOKING NORTHWESTERLY AT SUBJECT**



**LOOKING NORTHEASTERLY AT SUBJECT**



**LOOKING SOUTHEASTERLY AT SUBJECT**



**LOOKING SOUTHWESTERLY AT SUBJECT**

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## ***INTRODUCTION***

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## **INTRODUCTION**

### **IDENTIFICATION OF THE PROPERTY**

A 15,679 square foot vacant land parcel.

### **LOCATION**

The northeast corner of theoretical N. W. 16<sup>th</sup> Street and theoretical N. W. 10<sup>th</sup> Court, Miami, Florida

### **PURPOSE AND DATE OF APPRAISAL**

The purpose of this Appraisal is to estimate the Market Value and Market Rent of the property as of September 1, 2021, being one of the dates of personal inspection.

### **INTENDED USE AND USER OF APPRAISAL**

The intended use of this appraisal is to estimate the Market Rent for asset evaluation. The intended user is Jackson Health System.

### **LEGAL DESCRIPTION**

A portion of Tract "A" of JACKSON MEMORIAL MEDICAL CENTER, according to the Plot thereof, as recorded in Plat Book 174 at Page 58 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Tract "3" of JACKSON MEMORIAL HOSPITAL TRACT ADDITIONS, according to the Plat thereof, as recorded in Plat Book 115 at Page 85 of said Public Records of Miami-Dade County, Florida; thence North 8T41 '28" East along the North line of said Tract "3", also being the South line of said Tract "A" for 137.97 feet; thence North 02°16'19" West, departing said North line of Tract "3", for 4.42 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue North 02°16'19" West for 75.60 feet; thence North 87°43'29" East for 207.40 feet; thence South 02°16'19" East for 75.60 feet; thence South 87°43'29" West for 207.40 feet to the Point of Beginning.

### **PROPERTY RIGHTS APPRAISED**

*The property is appraised in fee simple:* a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation, as well as utility easements of record.

## **DEFINITION OF MARKET VALUE**

*Market Value* means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised and acting in what they consider their own best interest;
- (3) a reasonable time is allowed for exposure to the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75, No. 237, Page 77472

## **DEFINITION OF MARKET RENT**

*Market Rent* is the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold form lessor to lessee under conditions whereby:

1. Lessee and lessor are typically motivated
2. Both parties are well informed or well advised, and acting in what they consider their best interests.
3. A reasonable time is allowed for exposure on the open market.
4. The rental payment is made in terms of cash in U.S. Dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract.

5. The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.

Source: *The Dictionary of Real Estate Appraisal*, Fourth Edition

**ASSESSMENT AND TAXES – 2020**

The subject property is assessed under the jurisdiction of the City of Miami, Florida.

The assessment for the property is established each year as of January 1<sup>st</sup> by the Miami-Dade County Property Appraiser's Office at 100% of "Just Value." Just Value has been equated to Market Value less closing costs. While the State of Florida requires real estate to be assessed at 100% of Just Value, in reality the ratio of the assessed value to sales price is generally below 100%.

Folio Number: 01-3135-104-0010

County Market Value:	Land	\$ 25,425,120
	Improvements	<u>\$ 350,000,000</u>
	Total	\$ 375,425,120

Assessed Value: \$375,425,120 The subject site is assessed as part of a 38.91 acre site

Millage Rate: \$21.2981 per \$1,000

Tax Amount: \$0.00 Tax exempt

**OWNER OF RECORD AND ADDRESS**

Miami-Dade County Public Health Trust  
1011 N. W. 12 Avenue  
Miami, FL 33136

**THREE-YEAR HISTORY OF TITLE**

According to a search of the Public Records of Miami-Dade County, there have been no sales transactions of the subject property during the past three years.



## **ESTIMATED EXPOSURE TIME**

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort.

In estimating a reasonable exposure time for the subject property, the following steps have been taken:

Discussion with buyers, sellers, brokers and/or a review of multiple listings of vacant land in the area related to historic marketing periods.

Based on the above sources, exposure time is estimated to have been twelve months for the subject property.

## **ESTIMATED MARKETING PERIOD**

The estimated value of the subject is predicated upon a normal marketing period. A normal marketing period is generally defined as the most probable amount of time necessary to expose and actively market a property on the open market to achieve a sale. Implicit in this definition are the following assumptions:

- (A) The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers and buyers of similar type properties.
- (B) The property will be offered at a price reflecting the most probable markup over market value used by sellers of similar type properties.
- (C) A sale will be consummated under the terms and conditions of the definition of Market Value required by the regulation.

In order to estimate the marketability of this property, the sales activity in this market area was reviewed, multiple listings were reviewed and/or real estate brokers who operate in this area were interviewed.

Based on the above sources, the subject property could be sold within a twelve month time period.

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***SCOPE OF THE APPRAISAL***

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## **SCOPE OF THE APPRAISAL**

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied, all based upon the following problem-identifying factors stated elsewhere in this report.

This appraisal of the subject has been presented in the form of an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the USPAP.

The value of a site can be estimated by various methods which include Direct Sales Comparison, Allocation, Extraction, Development Approach, Land Residual or Ground Rent Capitalization. However, the Direct Sales Comparison Approach is the most preferred and utilized technique when sales of comparable sites are available. The other methodologies are indirect techniques which are generally used when an area is mostly developed and sales of comparable sites are scarce.

The Direct Sales Comparison Method was utilized in valuing the subject property due to the availability of recent sales. In the Direct Sales Comparison Method, sales of similar recently sold properties with a similar highest and best use as the subject property are analyzed, compared and adjusted by time, property characteristics and location to indicate the Market Value of the subject property. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

Data related to the subject property was derived from various sources including but not limited to the Miami-Dade County Property Appraiser's Office, Miami-Dade County plats, FEMA flood zone maps, land development regulations of Miami-Dade County, and tax roll information provided by the Miami-Dade County Property Appraiser's Office.

Comparable sale sources include the Miami-Dade County Property Appraiser's Office, Board of Realtors' Multiple Listing Services, IMAPP, CoStar, and LoopNet. Sales prices are typically confirmed with a party to the transaction, i.e., buyer, seller, real estate agent or attorney to the transaction. A legal description was provided by the owner. The size and dimensions of the site are estimated based on the legal description, and on information available in the public records.

A search for land sales and listings in the subject market area and nearby areas was conducted. The initial sales period researched were from January of 2019 through the date of valuation. The sales all have similar zoning classifications and highest and best uses as the subject property. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

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*LOCATION ANALYSIS*

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## **COUNTY DATA**

### **Miami-Dade County - Location and Size**

Miami-Dade County, which comprises the metropolitan area of Miami, is situated on the southeast tip of the state of Florida. It is bordered on the east by the Atlantic Ocean, on the west by Monroe and Collier Counties, on the north by Broward County, and on the south by Monroe County (the Florida Keys).

Miami-Dade County, the largest county in area and population in the state of Florida, covers an area of 2,054 square miles with an altitude ranging from sea level to 25 feet. Water covers 354 square miles of the County.

Although the County is relatively large, approximately half of the total area is comprised of the Everglades, which is a natural area that will not be developed. Therefore, only the eastern section of Miami-Dade County encompasses the area which is currently developed or available for future development.

Miami-Dade County's location, its southern latitude and proximity to the Gulf Stream provide for mild winters and pleasant summers.

### **Population**

The state of Florida has increased rapidly in population from 9,740,000 in 1980 to 12,937,926 in 1990 and 15,982,378 in 2000. The 2010 population of Florida was 18,801,310, an increase of 17.6% over the 2000 population. In 2020, the population of the state was projected at 22,928,000 persons, a 1.45% increase over the previous year..

Miami-Dade County's population increased from 1,626,000 in 1980 to 1,937,094 in 1990, reflecting an average annual compounded growth rate of 1.77%, compared with 2.88% for the state of Florida. By 2000, Miami-Dade County's population increased to approximately 2,253,362. The population grew to 2,496,435 by the Year 2010, an increase of 10.8% over the 2000 population. By the Year 2020 the population increased to 2,719,143, an increase of 1% over the 2019 population.

Miami-Dade County's population growth during the last four decades has been dramatic especially in relation to national trends. From 1950 to 1990 the United States population increased by 60% while the population of Miami-Dade County has almost quadrupled from 495,084 to 1,937,000. During this period, the state of Florida was elevated from the 20<sup>th</sup> most populous state to the 4<sup>th</sup> in 1990 and continues to be the fourth most populous state.

During the 1960s, the major increase in Miami-Dade County's population was due to the large immigration of Cubans. Today, Cuban and other Spanish speaking people comprise approximately 62% of Miami-Dade County's population. The increase in Hispanic population has had favorable effects on the local economy and has helped to create a multi-national cultural environment in the area.

The overall population of Miami-Dade County is well dispersed throughout the entire area, yet has several key areas of concentration. During the 1960s, several sub-areas accounted for approximately 70% of the growth. These areas include Hialeah, northern Miami-Dade County, the Beach area, the Miami River area, the area southwest of Miami International Airport, as well as the Kendall and Cutler Ridge areas.

Since 1970, approximately three-fourths of the total population growth for the County has occurred in the unincorporated areas. The older centrally located cities such as Miami, Miami Beach and Coral Gables have grown at modest rates from 1970 to 1990. Unincorporated Miami-Dade County has evidenced the most rapid growth which continues to occur in areas in northeast Miami-Dade County (Aventura), as well as the currently expanding southwest area, especially in sections of Flagler Street, S.W. 8<sup>th</sup> Street, North Kendall Drive and Homestead.

Population trends indicate that most of the population growth in Miami-Dade County between 2010 and 2020 will occur in outlying areas such as North Miami Beach, the Kendall area west of the Florida Turnpike, the S.W. 8<sup>th</sup> Street area west of the Florida Turnpike, the Hialeah-Miami Lakes area, as well as those areas both east and west of U.S. Highway 1 between Cutler Ridge and Florida City.

### **Employment Trends**

The dominant characteristic of Miami-Dade County is that it is primarily trade and service based. Personal, business and repair services have had a substantial increase in importance in the economic base over the last decade. The major sectors of the economy include services, wholesale and retail trade, transportation, communications, public utilities, government and manufacturing. The most dominant industries which form the County's economic base are construction and tourism.

Tourism is Miami-Dade County's biggest industry with an estimated 23 million visitors in 2018 contributing to more than 50 percent of the area's economy. Aviation and related industries are responsible for another large segment of the economy.

The largest employer in Miami-Dade County is the Miami-Dade County School Board, followed by Miami-Dade County, University of Miami, Baptist Health Systems of South Florida, American Airlines, Jackson Health System, Florida International University, City of Miami, Mount Sinai Medical Center, and Florida Power and Light. Assuming additional importance is the growing prominence of Miami-Dade County as a center for international trade, finance and tourism. The establishment of Miami as the "Gateway of the Americas" should provide the area with a much needed degree of economic diversification. This should enable Miami-Dade County to weather slowdowns in the national economy by an increase of trade through the Port of Miami, growth of international arrivals at the airport, the Free Trade Zone, and the substantial foreign investment in the local economy, particularly in real estate.

In January of 2021, Florida's unemployment rate was 4.8 percent, up from 3.1 percent in December of 2019 and a high of 10.7 percent in March of 2011. The unemployment rate for Miami-Dade County in February of 2021 was 4.8 percent, down from 12.6 percent in September of 2020, but up from 1.7 percent in January of 2020.

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## TABLE 1

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### ESTIMATES OF MIAMI-DADE COUNTY TOURIST TRENDS

	INTERNATIONAL	DOMESTIC	TOTAL
<b>2013</b>	7,131,700	7,087,200	14,218,900
<b>2014</b>	7,260,000	7,303,200	14,563,200
<b>2015</b>	7,506,100	7,990,200	15,496,300
<b>2016</b>	7,624,200	8,100,000	15,724,200
<b>2017</b>	7,798,200	8,061,800	15,860,000
<b>2018</b>	5,779,000	10,730,000	16,509,000
<b>2019</b>	5,337,000	10,986,000	16,323,000

Source: Greater Miami Convention and Visitors Bureau, Tourism Facts and Figures

Figures for 2019 indicate 16,323,000 overnight visitors came to Miami-Dade County, a 1.4% decrease from 2018. In 2018, the total overnight visitors increased to 16,509,000, an increase of 4.1% over 2017.

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## TABLE 2

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### ESTIMATES OF DOMESTIC VISITORS BY REGION

DOMESTIC MARKET	2014	2015	2017	2018	2019
<b>NEW YORK</b>	26.3%	26.5%	26.4%	28.5%	28.4%
<b>CHICAGO</b>	5.9%	5.9%	6.0%	8.0%	8.0%
<b>ATLANTA</b>	3.9%	4.0%	4.0%	7.6%	7.9%
<b>PHILADELPHIA</b>	5.6%	5.7%	5.8%	7.2%	7.3%
<b>LOS ANGELES</b>	2.1%	2.2%	2.1%	6.4%	6.3%
<b>WASHINGTON, DC</b>	2.8%	2.8%	2.8%	6.2%	6.2%
<b>DALLAS</b>	2.7%	2.7%	2.8%	4.8%	4.6%
<b>BOSTON</b>	4.2%	4.3%	4.4%	4.2%	4.3%
<b>HOUSTON</b>	1.8%	1.8%	1.7%	3.9%	4.0%
<b>DETROIT</b>	1.9%	1.9%	2.0%	3.5%	2.9%

Source: Greater Miami Convention and Visitors Bureau, Tourism Facts and Figures

Table 2 indicates that the bulk of domestic visitors to Miami-Dade County originate from the New York (28.4%), Chicago (8%) and Atlanta (7.9%) market areas. Of the top ten domestic market visitors, the majority (46.2%) are from northeastern market areas.

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### T A B L E 3

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#### ESTIMATES OF INTERNATIONAL VISITORS BY REGION

REGION	2015	2016	2017	2018	2019
<b>EUROPEAN COUNTRIES</b>	20.2%	20.4%	21.3%	31%	32.9%
<b>CARIBBEAN COUNTRIES</b>	10.6%	11.2%	11.6%	10%	10.3%
<b>CENTRAL AMERICAN COUNTRIES</b>	8.2%	8.5%	8.6%	10%	10.2%
<b>SOUTH AMERICAN COUNTRIES</b>	49.8%	48.3%	46.6%	35%	31.0%
<b>CANADA</b>	9.3%	8.7%	8.4%	6%	6.6%
<b>OTHER COUNTRIES</b>	1.9%	2.9%	3.5%	8%	9.0%
<b>TOTAL</b>	100%	100%	100%	100%	100%

Source: Greater Miami Convention and Visitors Bureau, Tourism Facts and Figures

Table 3 shows that the bulk of international visitors to Miami-Dade County originate from Central and South American Countries (41.2%), followed by European Countries (32.9%) and Caribbean Countries (10.3%). England and Germany accounted for the largest proportion of European visitors.

In 2019 there were a total of 5,228,868 passengers passing through the Port of Miami. During 2019, the number of Port of Miami passengers increased 10.4% from 2017. The passenger count in 2019 increased to 5,991,796, an increase of 14.6% over the total for 2018.

In 2020 approximately 26,164,816 passengers arrived and departed through Miami International Airport. The passengers arriving and departing at the airport decreased 49.7% from the previous year. The arrivals at the airport are fairly evenly distributed between international and domestic passengers. In 2020, domestic arrivals totaled 7,900,918 and international arrivals totaled 5,185,250.

As of March 2020, there were approximately 59,628 motel and hotel rooms in 473 lodging facilities in Greater Miami and the Beaches. The Miami area had an occupancy rate of 75.9 percent in 2019, down 1% from 2018. The airport area had the highest occupancy rate in 2018 at around 84.7%.



Average room rate for hotel rooms in Miami-Dade County was \$196.52 in 2019, down from \$198.36 in 2018. Therefore, the average hotel room rates in 2019 indicate a decrease of 1% over the 2018 rate.

The first in a series of new luxury properties opened in February 2004 when the 380-room Ritz Carlton opened in Miami Beach. In 2019 there were 19 new hotels opened with a total of 2,753 rooms. The new hotels included AC Marriott (153-room) in the Edgewater district, Woodspring Suites (122-rooms) near the airport, Collins Park Hotel (295-rooms) in Miami Beach, Hotel Indigo (140-rooms) in downtown, Washington Hotel (269-rooms) in Miami Beach, MOXY (202-rooms) in Miami Beach, and the Wyndham Garden Hotel (152-rooms) near the airport. In 2020 the major new hotels that opened included Hotel Palomar (58-rooms) in Miami Beach, Axel Beach (160-rooms) in Miami Beach, Palihouse Miami Beach (71-rooms), Thompson South Beach (150-rooms), Life House (81-rooms) in South Beach, Marquis Miami Worldcenter (1,700 rooms) in Brickell, and Wyndham Hotel (445-rooms) in Brickell.

### **Miami-Dade Financial Resources**

Over the course of the last decade, Greater Miami has evolved into a major international financial center. Domestic and international businesses find convenient access to a full array of services provided by locally-based state and national commercial banks, savings and loan associations, foreign banks, non-depository credit institutions, securities and commodities brokers and insurance companies.

Greater Miami has the largest concentration of domestic and international banks south of New York City. With more than 90 percent of the state's foreign banks operating offices in Miami, this market dominates international banking in Florida.

Overall, about 150 domestic banks, foreign banks and Edge Act banks operate in Greater Miami. The greatest concentration is located along Brickell Avenue in downtown Miami.

### **Transportation**

Miami-Dade County has an extensive expressway system with access to all points in the County. However, due to the rapidly increasing population, some of the expressways, especially Interstate 95, are becoming overburdened. In 1985 Miami-Dade County completed a 20.5 mile elevated rapid transit system. This system originally extended southward from downtown Miami to Dadeland, paralleling U.S. Highway 1 and northwesterly from downtown Miami to Hialeah. In 1999, the system was extended about a mile from Hialeah to the Palmetto Expressway at NW 74<sup>th</sup> Street. An expansion to the Miami International Airport opened in 2013. In conjunction with this system, there is a Downtown People Mover Automated Transit system which encircles the central business district of Miami and extends south to the Brickell area and north to the Omni area.

Miami-Dade County is served by the CSX and Florida East Coast Railroads for freight and Amtrak Rail, Greyhound and Trailways Interstate bus lines for passenger service.

Miami International Airport, one of the nation's largest and busiest, had 251,315 aircraft arrivals and departures in 2020, a decrease of 60% from 2019. The airport recently had a \$5.4 billion expansion. A South Terminal has recently been completed and a North Terminal completed in 2013 and a fourth runway has been constructed.

Miami has become a port of embarkation for ships bound for Central and South American Countries. The Port of Miami, besides being the largest passenger port in the nation, is also important as a cargo center with a 2019 annual tonnage of approximately 9.612 million, up 4.9% from 9.162 million in 2016. The port's traditional customer base has been Europe, China, Latin America and the Caribbean, accounting for 65% of the port's total volume.

Miami's comprehensive transportation system and its strategic location have enabled it to become an important international transportation center, providing commercial access to Latin America and the Caribbean.

### **Government**

Miami-Dade County is comprised of unincorporated areas, as well as 36 municipalities, the largest of which is the city of Miami.

Miami-Dade County is governed under a modified two-tier metropolitan government. The purpose of this type government was to establish one governing body for the county, and to establish one supply of services such as fire, police, etc. for the county. The upper tier is the County, which provides broad "regional" or county functions, such as metropolitan planning, welfare, health and transit services. The thirty-six municipalities represent the lower tier of government, providing a varying array of services within their jurisdictional boundaries. The County also maintains lower tier functions, such as the provision of municipal-type services, including police and fire, to the unincorporated areas and certain municipalities on a negotiated basis.

The County operates under the strong mayor form of government. Legislative and policy-making authority is vested in the elected thirteen-member Board of County Commissioners; the mayor appointed County Manager is the chief administrator. Miami-Dade County has operated under the metropolitan form of government since 1957, when the Home Rule Charter was passed by the local electorate. Prior to Home Rule, the County had to rely on the State Legislature for the enactment of its laws.

County government had not been able to respond to the tremendous demand for municipal services in this rapidly urbanizing area, which is larger than the State of Rhode Island or Delaware. The need to combine services duplicated by the County and numerous cities was also clearly evident. The Charter permitted the limited County government to reorganize into a general purpose "municipal-type" government capable of performing the full range of public functions into an area wide operation.

## **Real Estate**

The Miami-Dade County Office Market contains approximately 100.075 million square feet of office space. Approximately 19% in the Airport West area, 15% of this space is located in the Miami central business district and adjacent Brickell Avenue, 11% in Kendall, and 10% in Coral Gables. The vacancy rate of office buildings in Miami-Dade County increased during 2020 to about 10.8%, up from 9.2% in the fourth quarter of 2019. During 2020, 655,393 square feet of office space was constructed and 3,615,000 square feet is under construction in Miami-Dade County. The absorption of office space during 2020 was a negative 657,677 square feet. Office rental rates in new buildings typically range from \$24 to \$57.70 per square foot. The low end of the range is for office space in the suburban markets. The upper end of the range is for first class office space in Downtown Miami, Brickell Avenue, Coconut Grove and Coral Gables.

The Greater Miami Industrial Market consists of approximately 220.316 million square feet of industrial space in 5,426 buildings. The vacancy rate of industrial buildings in Miami-Dade County increased during 2020 to about 4.7%, up from 4.1% in the fourth quarter of 2019. During 2020, 644,822 square feet of industrial space was constructed and 3,747,292 square feet is under construction in Miami-Dade County. The absorption of industrial space during 2020 was 1,797,460 square feet. Rental rates in new buildings typically range from \$8 to \$19.20 per square foot.

The approximate percentage location of this space is as follows:

<b>MARKET AREA</b>	<b>% OF TOTAL MARKET SPACE</b>
<b>AIRPORT WEST</b>	<b>29.6%</b>
<b>HIALEAH</b>	<b>25.6%</b>
<b>MEDLEY</b>	<b>16.7%</b>
<b>MIAMI LAKES</b>	<b>3.3%</b>
<b>NORTHEAST DADE</b>	<b>4.8%</b>
<b>NORTHCENTRAL DADE</b>	<b>14.9%</b>
<b>SOUTH DADE</b>	<b>5.1%</b>
<b>TOTAL</b>	<b>100%</b>

Miami-Dade's single-family home sales increased 23.6% in February of 2021 in comparison with February of 2020 according to the Miami Association of Realtors. A total of 1,091 homes were reported sold in February of 2021, compared to 884 homes sold in February of 2020. In February of 2021, the median sales price for single-family units was \$450,000, up 21.6% from the previous year.

Existing condominium and townhouse sales showed an increase of 42.3% in February of 2021 from February of 2020 according to the Miami Association of Realtors. A total of 1,392 condominium and townhouse units were reported sold in February of 2021, compared to 978

condo units sold in February of 2020. In February of 2021, the median sales price for condominium and townhouse units was \$300,000, up 17.6% from the previous year.

According to the Marcus & Millichap Multifamily Market Report 4<sup>th</sup> Quarter 2020, the vacancy rate was 4.8% for rental apartment buildings in the Miami market area, which was a 100 basis points increase for the year. Apartment rents in Miami-Dade County averaged \$1,660 per month, indicating a decrease of 1.4% in twelve months. New apartment construction during 2020 was nearly 6,900 units, up from 5,800 units in the previous 12 months.

The Miami-Dade County retail market contains approximately 102.565 million square feet in 2,504 properties. The major retail markets in Miami-Dade County include Hialeah, Coral Gables/South Miami-Dade, Aventura and Kendall. Rental rates typically range from \$20 to \$70 per square foot with highest rates in the \$80.00 to \$120 per square foot range on South Beach. The overall Miami-Dade County vacancy rate for the fourth quarter of 2020 was approximately 4.5%, which is 10 basis points above the fourth quarter of 2020. As of the fourth quarter of 2020, 1,841,000 square feet of retail space was under construction.

### **Conclusions**

In the future, one of the principal growth areas for Miami-Dade County is expected to be the international sector. Miami-Dade County, because of its geographic location and excellent transportation facilities, is well-suited to attract both business individuals and tourists from Latin America. It is already one of the principal shopping markets for Central and South Americans visiting the United States and one of the principal export points for goods and services destined for Latin America.

The existence of major financial institutions, retail outlets, corporations and other business entities, coupled with its geographic location, transportation systems and planned international trade centers give Miami-Dade County an excellent opportunity for continued growth as an international center.

During the next 12 months all segments of the commercial real estate market should continue to experience stable vacancy rates and increasing rental rates. With increasing inventories for both single family residences and condominium apartment units, sales activity is expected to rise during the next 12 months.

# LOCATION MAP



## **NEIGHBORHOOD DATA**

The subject property is located in an area known as the Civic Center/Hospital District in the City of Miami, approximately two miles northwest of the Central Business District of Miami. The subject property is located approximately three blocks west of Interstate 95 and four blocks north of the Don Shula Expressway (State Road 836).

The subject property may be further identified as being located on the northeast corner of theoretical N. W. 10<sup>th</sup> Court and theoretical N. W. 16<sup>th</sup> Street. The subject property is located adjacent to Jackson Memorial Hospital.

The boundaries of the neighborhood would be N.W. 20<sup>th</sup> Street to the north, the Don Shula Expressway (State Road 836) and the Miami River to the south, Interstate 95 to the east and N.W. 17<sup>th</sup> Avenue to the west.

Interstate 95 is a major north/south artery in Miami-Dade County. Interstate 95 is a limited access freeway which extends northerly throughout the state from U.S. Highway 1 south of the central business district of Miami.

The Don Shula Expressway (Highway 836) is a major east/west artery in Miami-Dade County. The Don Shula Expressway, a limited access freeway, extends westerly from Interstate 95 in the subject area to the Florida Turnpike Extension in Western Miami-Dade County. Access to the Don Shula Expressway from the subject area is provided by an interchange at N.W. 17<sup>th</sup> Avenue.

There is also a mass transit system known as the Metrorail which runs through the middle of the Civic Center. This system extends from the Kendall area in the southwest region of the county to the Downtown area in the east, and then northwesterly into Hialeah. There are two stations within this neighborhood, the closest to the subject site being the Civic Center station located at N. W. 12<sup>th</sup> Avenue at N. W. 14<sup>th</sup> Street.

Three major hospitals which generated the development of other medical and institutional growth are Jackson Memorial Hospital, University of Miami Hospital, and the Veterans Administration Hospital. All three hospitals are located within a five block radius of the subject properties.

Other medical and institutional buildings which evolved from these three major hospitals include but are not limited to the following: The Miami-Dade Community College Medical Center Campus, Lindsey-Hopkins Technical School, Jackson Manor Nursing Home, Highland Park General Hospital, Bascom Palmer Eye Institute, John Elliott Blood Bank, Louis Calder Memorial Library, National Parkinson Foundation, McLamore Children's Center, University of Miami M.R.I. Center, University of Miami Cancer Foundation Center, University of Miami Children's Cardiac Hospital, University of Miami Medical Research building, Mental Retardation Center, Ronald McDonald House of South Florida, United Cerebral Palsy Center, Rehabilitation Center for Crippled Children and Adults, etc.

Governmental uses in the subject area include the City of Miami Municipal Shops, Miami-Dade County Health Department, County Jail, County Public Safety Department, Florida State Employment Center.

The area north of N.W. 20<sup>th</sup> Street is zoned for industrial use and is primarily improved with older warehouse properties. There are also single family residences to the north which range in age from the 1920s to the 1970s.

The Miami River and the nearby Port of Miami are the centers of maritime commerce in Miami-Dade County. The Port of Miami is located on Dodge Island, immediately east of the Central Business District of Miami. The Port of Miami primarily services passenger vessels and large container ships. The Miami River extends northwesterly from Biscayne Bay to approximately N.W. 42<sup>nd</sup> Avenue. From N.W. 42<sup>nd</sup> Avenue, the Miami River connects to the Miami Canal. At its mouth, the Miami River is the southern boundary of the Central Business District of Miami. Northwesterly of the Central Business District properties fronting on the Miami River include single family residences, residential condominiums, maritime cargo terminals, shipyards and marinas.

In summary, the subject neighborhood, known as the Civic Center/Hospital District, is a fully developed area with hospital, governmental, public service uses and ancillary commercial uses.





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***SITE DATA***

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## **SITE DATA**

### **Dimensions and Shape:**

The site is rectangular.

The west property line of the site runs north/south for 75.6 feet.. The north property line thence extends easterly for 207.4 feet. The east property line thence extends southerly for 75.6 feet. The south property line thence extends westerly for 207.4 feet.

Source: Survey

### **Area:**

15,679 square feet or 0.36 acres

Source: Survey

### **Topography and Drainage:**

The site is level with elevations ranging from 14.31 to 17.1 feet above mean sea level..

### **Soil Conditions:**

The immediate area of the subject sites appears to have no unusual soil or subsoil conditions. Unusual conditions would be brought out by test borings.

### **Flood Zone:**

Map No. 12086C0312 L

"X" Areas determined to be outside of the 0.2% chance annual flood zone.

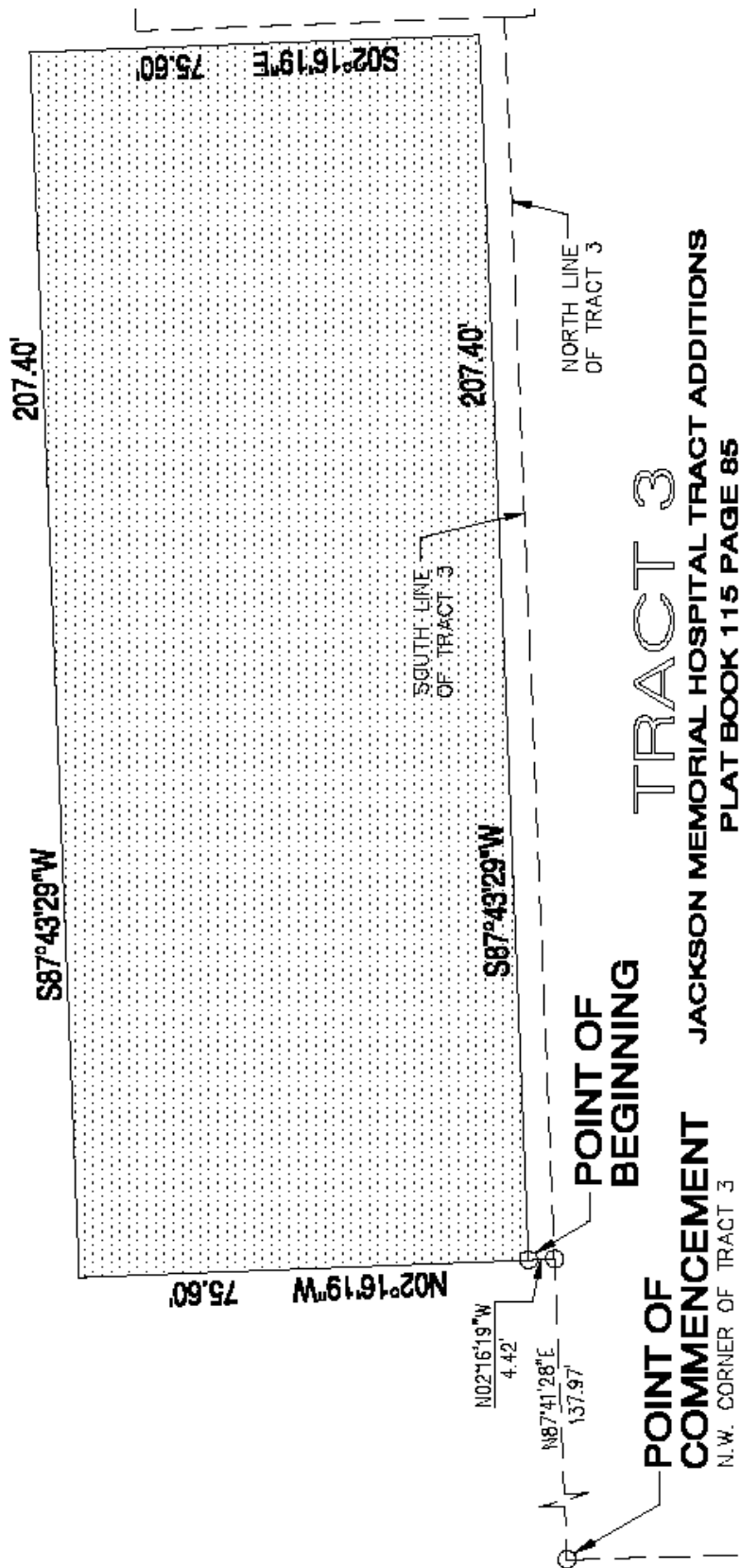
### **Utilities:**

Water:	Miami-Dade Water and Sewer Department
Sewer:	Miami-Dade Water and Sewer Department
Electricity:	Florida Power & Light Company
Telephone:	AT&T

### **Street Improvements:**

The site has no street frontage.

# SITE SURVEY



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**ZONING**

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## **ZONING**

Under Ordinance of the City of Miami, Florida.

### **Classification: CI-HD CIVIC INSTITUTION HEALTH DISTRICT ZONE**

The Civic Institution Health District Zone is comprised of public use space and facilities that may contrast in use to their surroundings while reflecting adjacent setbacks and landscape.

**Permitted Principal Uses** allowed by right include multifamily housing, community residences, dormitories, live-work space, home offices, bed & breakfasts, inns, hotels, offices, food service establishments, general commercial, open air retail, recreational facilities, religious facilities, major facilities, public parking, rescue mission, transit facilities, learning centers, childcare, colleges, schools, and vocational training, and research facilities. Uses permitted by waiver include community facilities, recreational facilities, and infrastructure and utilities. Uses permitted by exception include places of assembly, community support facilities, and alcohol service establishments.

### **Development Regulations**

**Minimum Lot Size:** 10,000 square feet

**Minimum Lot Width:** 50 feet

**Maximum Lot Coverage:** 80%

**Floor Lot Ratio:** 8

**Minimum Green Space:** 10%

**Maximum Density:** 150 dwelling units per acre

#### **Setbacks:**

Front (principal)	10 feet
Front (secondary)	10 feet
Side	0 feet
Back	0 feet

**Minimum Height:** One story

**Maximum Height:** As regulated by the F.A.A.

#### **Minimum Offstreet Parking:**

Principal Dwelling	1.5 spaces per unit
Community Residence	1 space per staff member in addition to required parking
Lodging	1 space per 2 lodging units

Office	3 spaces per 1,000 square feet
Commercial	3 spaces per 1,000 square feet
Civic	1 space per every 5 seats of assembly area
Educational	2 spaces per every 1,000 square feet of educational use

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***HIGHEST AND BEST USE***

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## **HIGHEST AND BEST USE**

Fundamental to the concept of value is the theory of highest and best use. Land is valued as if vacant and available for its highest and best use.

The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition*, defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value.

Land has limited value unless there is a present or anticipated use for it; the amount of value depends on the nature of the land's anticipated use, according to the concept of surplus productivity. Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination, is generally regarded as the highest and best use of the land as though vacant.

The highest and best use of a property as improved refers to the optimal use that could be made of the property including all existing structures. The implication is that the existing improvement should be renovated or retained as so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

In estimating the highest and best use there are essentially four stages of analysis:

1. **Possible Use**. What uses of the site being appraised are physically possible?
2. **Permissible Use (Legal)** What uses are permitted by Zoning and Deed Restriction, if any?
3. **Feasible Use**. Which possible and permissible uses will produce a net return to the owner of the site?
4. **Maximally Productive**. Among feasible uses, which use will produce the highest net return to the owner of the site?

The highest and best use of the land (or site), if vacant and available for use, may be different from the highest and best use of the improved property. This is true when the improvements are not an appropriate use, but make a contribution to the total property value in excess of the value of the site.

The following four point test is required in estimating the Highest and Best Use. The use must be legal. The use must be probable, not speculative or conjectural. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time.



These tests have been applied to the subject property. In arriving at the estimate of Highest and Best Use, the subject site is analyzed as vacant and available for development.

### **Possible Use**

The site is part of a larger 38.91 acre Jackson Memorial Hospital campus. The site has the dimensions of 75.6 feet by 207.4 feet. The site does not have direct road access. The parent tract fronts on N. W. 12<sup>th</sup> Avenue and N. W. 10<sup>th</sup> Avenue.

The subject site is rectangular with sufficient width and depth for some functional utility. All necessary utility services are available along existing street right-of-ways. The site is filled to street grade and does not appear to have any drainage or subsoil deficiencies.

The subject site is 15,679 square feet in size which equates to 0.36 acre. The size and shape of this site would indicate the development of a commercial, residential or mixed-use building.

### **Permissible Use**

Permissible or legal uses are those uses which are permitted by zoning or deed restrictions. There are presently no known private deed restrictions of record.

The subject site is zoned for commercial use. The zoning of the site permits multi-family residential, retail, institutional, and office uses. The maximum density is eight times the lot area. The maximum building height is only limited by F.A.A. regulations. The minimum lot size is 5,000 square feet.

### **Feasible Use/Maximally Productive Use**

The physical characteristics and zoning of the subject site permits a wide range of potential uses. The possible and permissible uses of the subject site include retail, office, institutional, and multi-family residential buildings.

The subject site is located in the Civic Center/Hospital District of Miami. This area is comprised of hospital, institutional and judicial uses. The Civic Center is a fully developed with few vacant sites available for development.

### **Conclusion (As If Vacant)**

Based on the above factors, the highest and best use of the site would be for an institutional use related to the Civic Center.

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***THE APPRAISAL PROCESS***

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## **THE APPRAISAL PROCESS**

The value of a site can be estimated by various methods which include Direct Sales Comparison, Allocation, Extraction, Development Approach, Land Residual or Ground Rent Capitalization. However, the Direct Sales Comparison Approach is the most preferred and utilized technique when sales of comparable sites are available. The other methodologies are indirect techniques which are generally used when an area is primarily built-up and sales of comparable sites are scarce.

The Direct Sales Comparison Method of valuing the subject site was relied on due to the availability of recent land sales. In the Direct Sales Comparison Method, sales of similar recently sold sites with a similar highest and best use as the subject site are analyzed, compared and adjusted by time, property characteristics and location to indicate the Market Value of the subject site as though unimproved. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

Data related to the subject property was derived from various sources including but not limited to the Miami-Dade County Property Appraiser's Office, Miami-Dade County plats, FEMA flood zone maps, land development regulations of Miami-Dade County, tax roll information provided the Miami-Dade County Property Appraiser's Office and Hopkins Plat Books.

Comparable sales sources include the Miami-Dade County Property Appraiser's Office, the Miami-Dade County Clerk's Office, Board of Realtors' Multiple Listing Service, IMAPP, CoStar, and Loopnet. Sales prices are usually confirmed with a party of the transaction, i.e. buyer, seller, real estate agent or attorney to the transaction.

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*LAND VALUE ANALYSIS*

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## LAND VALUE

A value estimate is concluded by comparing the subject site to comparable land sales. Generally, the comparable land sales are adjusted by time, property, and location to indicate the Market Value of the subject site as though unimproved. This process is known as the Direct Sales Comparison Method.

The Direct Sales Comparison Method is a process of analyzing sales of similar recently sold land parcels in order to derive an indication of the most probable sales price of the site being appraised. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

The following pages contain sales of similar land sites which have recently sold. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

Various analytical techniques may be used to identify and measure adjustments. The techniques of comparative analysis can be grouped into two categories: quantitative and qualitative.

When quantitative analytical techniques are applied, mathematical processes are used to identify which elements of comparison require adjustment and to measure the amount of these adjustments.

The primary quantitative techniques, **Paired Data Analysis**, is a process in which two or more market sales are compared to derive an indication of the size of the adjustment for a single characteristic. Ideally, the sales being compared will be identical in all respects except for the element being measured.

Although paired data analysis is a theoretically sound method, it is sometimes impractical because only a narrow sampling of sufficiently similar properties may be available and it is difficult to quantify the adjustments attributable to all the variables.

The primary qualitative techniques, **Relative Comparison Analysis**, is the study of the relationship indicated by market data without recourse to quantification. This technique is utilized because it reflects the imperfect nature of real estate markets. To apply the technique, the appraisers analyze comparable sales to determine whether the comparables' characteristics are inferior, superior, or equal to those of the subject property.

A search is made of real estate market for all sales within the subject or competitive locations. While many sales were reviewed, the sales contained herein are considered most comparable to the subject property as to all major factors of comparison.

## **LAND SALE 1**

DATE: March 8, 2019

PRICE: \$630,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 31361, Page 3714

FOLIO NUMBER: 01-3136-019-0760

GRANTOR: Nikolin Marini, et ux

GRANTEE: Rescon Three, LLC

LEGAL: Lots 1-4, Block 4, **HIGHLAND PARK**, Plat Book 2, Page 13 of the Public Records of Miami-Dade County, Florida.

LOCATION: 1244 N.W. 11<sup>th</sup> Street  
Miami, Florida

SITE DESCRIPTION:

Dimensions: Irregular  
Size: 7,813 Square Feet  
0.18 Acres  
Zoning: T6-8L, Urban Core Zone District  
Use at Sale: Vacant

UNIT PRICE: \$80.63 per square foot of land

FINANCING: Conventional first mortgage from ECT Funding of \$350,000 at 4.4% for 360 months.

REMARKS: There were no sales of the property in the previous five years.



**SALE 1**

## **LAND SALE 2**

DATE: April 19, 2019

PRICE: \$540,000

TYPE INSTRUMENT: Special Warranty Deed

RECORDATION: O. R. Book 31472, Page 726

FOLIO NUMBER: 01-3135-019-1550

GRANTOR: Wismar, LLC

GRANTEE: Alaris Holdings, LLC

LEGAL: Lots 7 & 8, Block 9, **HIGHLAND PARK**, Plat Book 2, Page 13 of the Public Records of Miami-Dade County, Florida.

LOCATION: 727 N.W. 12<sup>th</sup> Street  
Miami, Florida

SITE DESCRIPTION:

Dimensions: 50 feet x 125 feet  
Size: 6,250 Square Feet  
0.29 Acres

Zoning: T6-8-L, Urban Core Zone  
Use at Sale: Vacant

UNIT PRICE: \$86.40 per square foot of land

FINANCING: Cash.

REMARKS: The property sold in January of 2016 for \$238,000.





**SALE 2**

### **LAND SALE 3**

DATE: January 7, 2020

PRICE: \$555,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 31779, Page 2821

FOLIO NUMBER: 01-3135-019-2350

GRANTOR: Atmando Serna

GRANTEE: NW 1247, LLC

LEGAL: Lot 14, Block 16, **HIGHLAND PARK**, Plat Book 2, Page 13 of the Public Records of Miami-Dade County, Florida.

LOCATION: 1247 N.W. 9<sup>th</sup> Avenue  
Miami, Florida

SITE DESCRIPTION:

Dimensions: 50 feet x 130 feet  
Size: 6,500 Square Feet  
0.15 Acres  
Zoning: T6-8-L, Urban Core Zone  
Use at Sale: House built in 1926

UNIT PRICE: \$85.38 per square foot of land

FINANCING: Cash.

REMARKS: According to the listing, the house contributed no value and the property was marketed as a land site.



**SALE 3**

## **LAND SALE 4**

DATE: March 5, 2020

PRICE: \$3,000,000

TYPE INSTRUMENT: Special Warranty Deed

RECORDATION: O. R. Book 31863, Page 4384

FOLIO NUMBERS: 01-3135-005-0120  
01-3135-005-0160  
01-3135-005-0180

GRANTOR: Allapattah Investors, LLC

GRANTEE: Truist Bank

LEGAL: Lots 19-30, less the North 10 feet, Block 1,  
**BRADDOCK SUBDIVISION NO. 4**, Plat Book 3, Page  
61 of Miami-Dade County, Florida

LOCATION: 1430 N.W. 20<sup>th</sup> Street  
Miami, Florida

SITE DESCRIPTION:

Dimensions: 138.2 feet x 275 feet  
Size: 39,900 Square Feet  
0.92 Acres  
Zoning: T6-80, Urban Core Zone  
Use at Sale: Vacant

UNIT PRICE: \$75.19 per square foot of land

FINANCING: Cash

REMARKS: The site sold in July of 2018 for \$3,020,000. A bank  
branch is under construction on the site.



**SALE 4**

## **LAND SALE 5**

DATE: June 30, 2020

PRICE: \$515,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 31999, Page 3742

FOLIO NUMBER: 01-3135-019-1760

GRANTOR: Dora N. Aguirre

GRANTEE: Highland Park Living, LLC

LEGAL: The East 75 feet of Lots 40, 41, 21, Block 10, **HIGHLAND PARK**, Plat Book 2, Page 13 of the Public Records of Miami-Dade County, Florida.

LOCATION: 724 N.W. 12<sup>th</sup> Street  
Miami, Florida

SITE DESCRIPTION:

Dimensions: 75 feet x 75 feet  
Size: 5,625 Square Feet  
0.13 Acres  
Zoning: T6-8-L, Urban Core Zone  
Use at Sale: House built in 1932

UNIT PRICE: \$91.56 per square foot of land

FINANCING: Cash.

REMARKS: According to the listing, the house contributed no value and the property was marketed as a land site.



**SALE 5**

## **LAND SALE 6**

DATE: May 25, 2021

PRICE: \$521,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 32542, Page 3836

FOLIO NUMBER: 01-3135-019-1950

GRANTOR: Roxie A. King

GRANTEE: 1163 Highland Park, LLC

LEGAL: The West 100 feet of Lots 38 & 39, Block 11, **HIGHLAND PARK**, Plat Book 2, Page 13 of the Public Records of Miami-Dade County, Florida.

LOCATION: 1163 N.W. 8<sup>th</sup> Avenue  
Miami, Florida

SITE DESCRIPTION:

Dimensions: 50 feet x 100 feet  
Size: 5,000 Square Feet  
0.11 Acres

Zoning: T6-8-L, Urban Core Zone  
Use at Sale: House built in 1997

UNIT PRICE: \$104.20 per square foot of land

FINANCING: Cash.

REMARKS: According to the listing, the house contributed no value and the property was marketed as a land site.





**SALE 6**



## SUMMARY OF LAND SALES

CHARACTERISTICS	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5	SALE 6
DATE OF SALE		3/8/19	4/19/19	1/7/20	3/5/20	6/30/20	5/25/21
SALE PRICE		\$630,000	\$540,000	\$555,000	\$3,000,000	\$515,000	\$521,000
RECORDATION		31361/3714	31472/726	31779/2821	31863/4387	31999/3742	32542/3836
ADDRESS	N.W. 16 St. & N.W. 10 Ct.	1244 N.W. 11 St.	727 N.W. 12 St.	1247 N.W. 9 Ave.	1430 N.W. 20 St.	724 N.W. 12 St.	1163 N.W. 8 Ave.
LOCATION		1/3 Mile South	1/2 Mile SE	1/3 Miles SE	2/3 Miles NW	1/2 Mile SE	3/8 Miles SE
SIZE(SQUARE FEET)	15,679	7,813	6,250	6,500	39,900	5,625	5,000
SIZE(ACRES)	0.36	0.18	0.14	0.15	0.92	0.13	0.11
ZONING	CI-HD	T6-8L	T6-8L	T6-8L	T6-8O	T6-8L	T6-8L
USE AT SALE	Vacant	Vacant	Vacant	House	Old Stores	House	Vacant
PRICE PAID/S.F.		\$80.63	\$86.40	\$85.38	\$75.19	\$91.56	\$104.20

## **ANALYSIS OF SALES**

The land sales range in unit price from \$75.19 to \$104.20 per square foot of land area. The sales range in time from March of 2019 to May of 2021.

### **Property Rights**

The fee simple interest is the property right of the subject property being valued. The comparable sales involved the same type of property rights.

### **Financing**

The sales were all financed with cash or conventional mortgages from lending institutions at market interest rates. The financing of the sales does not indicate any adjustments of their prices for favorable/below market financing.

### **Conditions of Sale**

All of the sales were arm's-length transactions. An arm's-length transaction is defined as a transaction freely arrived at in the open market unaffected by abnormal pressure or by the absence of normal competitive negotiation as might be true in the case between related parties.

### **Date of Sale (Market Conditions)**

The sales occurred between March of 2019 and May of 2021. The sales indicate an upward trend in sale prices for land sites in the subject market area over this time period. The unit prices of the Sales 1, 2, 3, and 4 require upward adjustment for increasing market conditions.

### **Location**

The subject site is located in the Civic Center area of the city of Miami. The sale sites are located within a  $\frac{2}{3}$  of a mile radius of the subject sites. The Sale 1, 2, 3, 5 and 6 sites are located within a  $\frac{1}{2}$  of a mile radius of the subject site. The locations of the Sale 1, 2, 3, 5, and 6 sites are similar to the location of the subject site. The Sale 4 site fronts on N. W. 20<sup>th</sup> Street north and west of the Civic Center area. The location of the Sale 4 site is considered slightly inferior to the location of the subject site. The unit price of Sale 4 requires an upward adjustment for an inferior location.

### **Land Size**

The sale sites range in size from 5,000 to 39,900 square feet. The subject site, at 15,679 square feet is within range of sizes of the sale properties. The sales indicate no difference in unit price based on site size.



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***ESTIMATE OF MARKET RENT***

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## **MARKET RENT**

Market rent is defined as the rental income that a property would most probably command on the open market as indicated by current rentals being paid for comparable properties.

Since most land parcels are sold and not leased, there is an absence of land rentals which can be utilized to directly estimate the market rent of a land parcel. In the absence of comparable land rentals, the market rent for a land parcel is generally estimated as a percentage of land value. After the estimation of the land value of the fee simple interest, a return on land value typical in the real estate marketplace must be established.

Small sites for bank branches, service stations and fast food restaurants have historically been leased in the range of 5.0% to 10.0% of the land value. The rates of return on land value from the convenience type sites would typically establish an upper range of a rate applicable to the subject property. These are small sites to be improved with a relatively small building that only has a useful life of approximately 20 to 25 years before it is functionally obsolete.

The land capitalization rate was based on analysis of leased fee sales, real estate rates of return, rates of return on long-term security investments and mortgage interest rates. Typically, the longer the lease and the greater the spread between market and contract rent, the greater the margin of safety and hence, the lower the overall rate.

In estimating an appropriate overall rate, current rates of return on security investments have been reviewed. A summary of alternative rates of return as June 2021 were as follows:

6 months Treasury Bills	0.05%
12 month CDs	0.55%
Prime Rate	3.25%
Conventional Home Mortgage Rates	2.95%
U.S. Treasury Bonds - 30 Years	2.06%
Corporate Bonds (Aaa)	2.51%
Corporate Bonds (Baa)	3.21%

Rates of return on real estate are typically higher than security rates due to illiquidity of the investment and higher cost of sale.

Due to the lack of sales of land parcels subject to land leases in the subject area, sales of leased land parcels throughout South Florida were analyzed. A summary of the overall rates from leased fee land sales is on the following page.

## OVERALL RATES FROM LEASED FEE LAND SALES

No.	Date of Sale	Tenant	Location	Sale Price	Recordation	Year Built	Overall Rate	Lease Term
1	3/18	Wawa	20 S.W. 12 Ave., Deerfield Beach	\$6,125,000	114947742	2017	4.6%	20 years, six, five-year options, 7.5% rent increases every five years
2	7/18	CVS	1701 N. University Dr., Pembroke Pines	\$3,150,000	115234084	2001	5.9%	20 years, five-year options
3	9/18	Circle K	1190 S. State Rd. 7, N. Lauderdale	\$3,400,000	115138685	2017	5.1%	15 years, seven, five-year options, 5% rent increases every five years
4	2/19	TD Bank	2495 N.E. 8 Street Homestead	\$4,100,000	31349/778	2011	4.9%	15 years with options
5	3/19	Wawa	11101 S.W. 184 St. Miami-Dade Co,	\$5,671,000	31392/4906	2019	4.9%	20 years, six five year options, 8% rent increase year 11
6	9/19	Racetrac Petroleum	3310 N.E. 8 St., Homestead	\$3,560,000	31634/1643	2019	5.0%	15 years, four, five-year options, 10% rent increases every five years
7	11/19	Chase	2000 S.W. 57 Ave. Miami-Dade Co.	\$4,100,000	31690/2342	2019	4.32%	20 years, four, five year options
8	2/20	Pollo Tropical	7021 S.W. 8 St. Miami-Dade Co.	\$2,315,000	31774/3002	2018	4.75%	15 years, two, ten year options, 10% rent increase every five years
9	3/20	CVS	802 E. 25 St., Hialeah	\$7,900,000	31877/123	2019	5.4%	20 years, seven, five year options, 10% rent increase every five years
10	3/21	Wawa	590 N.E. 167 St. N. Miami	\$9,042,600	32413/3750	2020	4.0%	20 years, seven, five year options, 8% rent increase every five years



## Market Rent Conclusion

The leased land parcels for bank branches, drug stores, auto parts stores, convenience stores, and fast food restaurants have recently sold with overall capitalization rates in the range of 4.32% to 5.9%. These rates represent the relationship between sale price of the leased fee interest and annual land rental rates. These overall capitalization rates may vary depending on quality of tenant and the expectation of future value at the termination of the lease. These overall capitalization rates of leased fee ground lease sales tend to indicate lower rates than the land rates of return due to the security offered by high credit tenants and existence of an improvement on the site. National tenants such as Walgreen's, Bank of America, or McDonalds, typically do not default on lease and abandon an existing improvement they built. The potential tenant for subject ground lease would not likely have the high credit rating of Chase or Bank of America. The overall rates of the ground lease sales with high credit tenants should be a lower limit for the overall rate applicable to subject property.

The ground leases analyzed typically have initial lease terms of 15 to 20 years, with multiple five year renewal options up to a total term of 50 years. The rental rates escalate 5% to 8% every five years.

The *Realty Rates.com Investor Survey – second Quarter 2021* indicates overall rates for land leases for office properties ranging from 1.97% to 9.0%, with the average being 5.79%. The survey indicates overall rates for land leases for apartment properties ranging from 1.9% to 9.92%, with the average being 5.9%. The survey indicates overall rates for land leases for retail properties ranging from 2.0% to 10.2%, with the average being 6.31%. The survey indicates overall rates for land leases for all property types ranging from 1.73% to 15.92%, with the average being 6.88%.

Based on overall rates from ground lease sales, the overall rate applicable to the ground rent of the subject property is estimated to be 6.0%, indicating an annual market ground rent calculated as follows:

Estimated Market Value of Land Site in Fee Simple	\$ 1,570,000
Land Rate of Return	<u>x 0.060</u>
Estimated Annual Land Rental	\$ 94,200

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***ADDENDA***

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## ***ASSUMPTIONS AND LIMITING CONDITIONS***

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This Appraisal Report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. If no survey has been furnished to the appraisers, all measurements have been confirmed either in the field, in the plat book or by other reliable sources and are presumed to be accurate.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the Appraisal Report.
9. It is assumed, unless a study has been provided otherwise, that no hazardous material such as asbestos, urea formaldehyde or other toxic waste exists in the property. The existence of a potentially hazardous material could have a significant effect on the value of the property.
10. In reference to proposed construction, the real estate taxes and other expenses are estimated. These amounts are not guaranteed.

11. It is assumed in the valuation of the subject land site, unless a compliance letter has been furnished to us, that the State of Florida Growth Management Act does not prevent the issuance of a building permit.
12. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
13. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted in the report.

This Appraisal Report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation of this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with proper written qualification and only in its entirety.
3. The appraisers herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (**especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are connected**) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraisers.

# ***QUALIFICATIONS OF THE APPRAISER***

## **THOMAS F. MAGENHEIMER**

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### **Experience:**

11/84 - Present                    **QUINLIVAN APPRAISAL, P.A.**  
7300 N. Kendall Drive, Suite 530  
Miami, Florida

Currently president of Quinlivan Appraisal, P.A., a Real Estate Appraising and Consulting Firm, established in 1964.

### **Education:**

**University of Richmond**, Richmond, Virginia  
BA - Bachelor of Arts in History (1982)

### **Professional Affiliations:**

Member of the Appraisal Institute (MAI No. 09166)  
Real Estate Salesman - State of Florida - Certificate No. 0344882  
Certified General Appraiser, State of Florida, License No. RZ 553  
Member Sigma Alpha Epsilon Fraternity

### **Qualified as an Expert Witness in the Following Courts:**

Miami-Dade and Broward County Circuit Courts  
United States Bankruptcy Court

### **Other Activities:**

Admissions Committee - South Florida-Caribbean Chapter of the Appraisal Institute - (1992)  
Newsletter Editor - South Florida-Caribbean Chapter of the Appraisal Institute - (1991 - 1995)  
President - South Florida-Caribbean Chapter of the Appraisal Institute - (1996)  
Board of Trustees - Palmer-Trinity School (1989 - 1993)

**Quinlivan Appraisal has prepared Appraisal Reports for the following:**

**Institutions and Corporations:**

AT&T  
Alpha Realty Advisors  
Archdiocese of Miami  
Apollo Bank  
The Bank of America  
Bank United  
Barry University  
Bessemer Trust Company  
California Bank and Trust  
Chevron Oil Company  
Chase Manhattan Bank  
Chemical Bank  
Citibank  
City National Bank of Miami  
Coamerica Bank  
Coconut Grove Bank  
Commerce Bank  
Commercial Bank of Florida  
Eastern National Bank  
Espirito Santo Bank  
First American Bank  
First Bank Florida  
Farm Credit of South Florida  
First International Bank  
First National Bank of South Miami  
Florida International University  
First Nationwide Bank  
Florida Memorial College  
Florida Power and Light Company  
Florida Rock Industries  
Greyhound Lines  
HSBC  
Hemisphere National Bank  
Iberia Bank  
Intercontinental Bank  
International Bank of Miami, N.A.  
Jackson Health System  
Jetstream Financial Credit Union  
LaSalle National Bank  
Marine Midland Bank  
McDonalds Corp.  
Mellon United National Bank  
Miami-Dade County Community College

Northern Trust Bank of Florida  
Ocean Bank  
Pacific National Bank  
Shell Oil Company  
Silver Hill Funding  
South Trust Bank  
SunTrust Bank  
TotalBank  
Trust for Public Lands  
University of Miami  
U. S. Century Bank  
Wachovia  
Wal-Mart  
YMCA

**Governmental Agencies:**

City of Aventura  
City of Coral Gables  
City of Doral  
City of Florida City  
City of Hialeah  
City of Homestead  
City of Miami  
City of Miami Parking Authority  
City of Miami Beach  
City of Miramar  
City of North Bay Village  
City of North Miami  
City of North Miami Beach  
City of South Miami  
City of Sunny Isles Beach  
Miami-Dade County Aviation Department  
Miami-Dade County Department of Development & Facilities Management  
Miami-Dade County HUD  
Miami-Dade County Property Appraisal Adjustment Board  
Miami-Dade County Public Schools  
Miami-Dade County Public Works Department  
Miami-Dade County Transportation Administration  
Miami-Dade Water & Sewer Department  
South Florida Water Management District  
State of Florida, Attorney General's Office  
State of Florida, Department of Community Affairs  
State of Florida, Department of Corrections  
State of Florida, Department of Environmental Protection  
State of Florida, Department of Insurance  
State of Florida, Department of Rehabilitation and Liquidation

State of Florida, Department of Transportation  
Town of Golden Beach  
Town of Bay Harbor Islands  
Town of Miami Lakes  
United States Army Corps of Engineers  
United States Department of Justice  
United States Department of Commerce  
United States Department of the Interior  
United States General Services Administration  
Village of Islamorada  
Village of Key Biscayne  
Village of Pinecrest  
Village of Palmetto Bay

**Law Firms:**

Akerman Senterfitt  
Greenberg, Traurig  
Daniels, Kashton, Downs and Robertson  
Holland and Knight, LLP  
Shutts & Bowen  
Ruden McClosky, LLP  
Steel, Hector & Davis, LLP  
Weiss, Serota, Helfman, Pastoriza, Guedes, Cole and Boniske, P.A.

**Types of Properties Appraised:**

Single Family Residences	Vacant Land
Apartment Buildings	Hotel/Motels
Office Buildings	Warehouses
Retail Stores	Nursing Homes
Shopping Centers	Mobile Home Parks
Condominium Apartment Buildings	Schools
Golf Courses	Service Stations
Residential Subdivisions	Marinas
Automobile Dealerships	Wetlands



# Market Rent Report

*Prepared for*

**Ms. Shanika Jackson-Hunter, Manager - Real Estate Services  
Jackson Health System**

*Property Appraised*

**15,679 Square Foot Parcel Appraised as Land Value  
Portion of Jackson Hospital Campus Parent Tract  
Miami, FL 33136**

*Date of Valuation*

**September 29, 2021**

*Prepared by*

**Waronker & Rosen, Inc.  
9655 S. Dixie Highway, Suite 309  
Miami, Florida 33156**

**LEE H. WARONKER, MAI, SRA**

**CHRIS LIBRIZZI, APPRAISER**

**WRI File No. 9818**

# Waronker & Rosen, Inc.

Real Estate Appraisers and Consultants

Miami-Dade County Office  
9655 S. Dixie Highway, Suite 309  
Miami, Florida 33156

Broward / Palm Beach County Office  
8313 NW 40<sup>th</sup> Court  
Coral Springs, Florida 33065

**Lee H. Waronker, MAI, SRA**  
lee@waronkerandrosen.com

Phone: (305) 665-8890 / Fax: (305) 665-5188  
www.waronkerandrosen.com

**Josh L. Rosen, MAI**  
josh@waronkerandrosen.com

September 30, 2021

Ms. Shanika Jackson-Hunter, Manager - Real Estate Services  
Jackson Health System  
1500 NW 12th Avenue, Suite 816  
Miami, FL 33136

**Re:** 15,679 Square Foot Parcel Appraised as Land Value  
A Portion of the Jackson Hospital Campus  
Miami, FL 33136  
WRI File No. 9818

Dear Ms. Jackson-Hunter:

We have prepared this **market rental report** of the above referenced property as of September 29, 2021. This report has been prepared based on the scope of work which is detailed on a following page. The reader of the appraisal is strongly advised to read the scope of work to understand the scope of this appraisal.

This report is intended for use only by the client and intended users as noted herein. No additional intended users are identified or intended. Use of this report by others is not intended by the appraiser. No one else, or any other entities, should rely on this appraisal other than those noted herein.

The subject property is located along the north side of NW 16th Street, between NW 10th Avenue to the east and NW 12th Avenue to the west, Miami, Miami-Dade County, FL. The site is a 15,679 square foot (.36 acres) portion of the Jackson Hospital Campus parent tract consisting of 1,695,008 square feet (38.91 acres). Zoning on the site is C1-HD, Civic Institution, Health Zone by the city of Miami, FL.

Ms. Shanika Jackson-Hunter, Manager - Real Estate Services  
Jackson Health System  
September 30, 2021

Based on our research and analysis, it is our opinion that the As Is market value of the fee simple interest as of September 29, 2021 is in the amount of

**ONE MILLION EIGHT HUNDRED AND EIGHTY THOUSAND DOLLARS  
(\$1,880,000)**

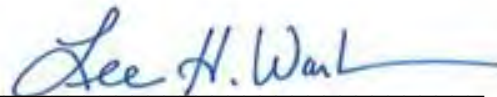
Based on our research and analysis, it is our opinion that the market rent rate for the subject property is in the amount of

**SEVEN DOLLARS AND TWENTY CENTS PER SQUARE FOOT  
(\$7.20 per square foot)**

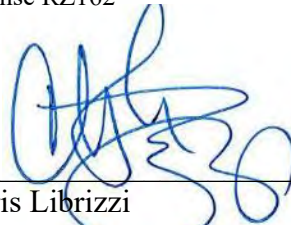
Multiplying the land area of 15,679 square feet times \$7.20 per square foot indicates a yearly rent of \$113,000, rounded.

**ON THE FOLLOWING PAGE IS AN IMPORTANT STATEMENT REGARDING THE CORONAVIRUS.** This statement is followed by the scope of work, the certification and the general assumptions and limiting conditions. The reader is advised to review these pages to understand the limitations applicable to this appraisal.

Very truly yours,



Lee H. Waronker, MAI, SRA  
State-Certified General Real Estate Appraiser  
License RZ162



Chris Librizzi  
State-Certified General Real Estate Appraiser  
License RZ3094

## **Important Statement Regarding Coronavirus**

**As of the date of this report, the world is amid a pandemic due to the Coronavirus with the virus being declared a pandemic on March 15, 2020. Although over a year has passed, the world economy is still in a state of volatility due to the uncertainty of the continuing impact of the virus, and the time frame for the market to return to conditions prior to the pandemic. In the United States, the federal, state and local governments continue to take steps to limit the spread of the virus that have negatively impacted several facets of the economy, including travel, tourism, hospitality, in-person shopping, human interaction and the like.**

**Based on the results of historic pandemics of the 20th century (Swine Flu, Asian Flu, Hong Kong Flu, SARS, MERS, EBOLA, and HIV/AIDS), it is anticipated the current pandemic will pass in time. The extent of the economic damage remains to be seen, and it is difficult at this time to value the property based on the pandemic, as sales of properties having been affected by the pandemic are still occurring. Notable is one significant development, the creation of a vaccine. This is expected to provide for the ability of life to return back to as close to normal as possible. Ongoing issues include distribution, available stock and convincing people of the safety of the vaccine. Experts believe that most of the people that desire the vaccine will have received it by summer's end 2021. This should provide a boost to the economy and real estate market, allowing for a quicker recovery.**

**Based upon the available information, this appraisal assumes that the Coronavirus will not have a significant long-term value impact on the property that is the subject of this appraisal, above the extent that is considered herein. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event after the effective date of this appraisal.**

## Table of Contents

LETTER OF TRANSMITTAL	1
IMPORTANT STATEMENT REGARDING CORONAVIRUS	3
TABLE OF CONTENTS	4
SCOPE OF WORK	5
CERTIFICATION	6
GENERAL ASSUMPTIONS AND LIMITING CONDITIONS	8
<b>INTRODUCTION</b>	<b>10</b>
SUMMARY OF PERTINENT DATA	11
MIAMI-DADE COUNTY MAP	12
PLAT MAP	13
AERIAL PHOTOGRAPH	14
SURVEY	15
SUBJECT PHOTOGRAPHS	18
<b>DESCRIPTION &amp; ANALYSES</b>	<b>25</b>
PURPOSE OF THE APPRAISAL	26
INTENDED USER, CLIENT AND INTENDED USE OF THE APPRAISAL	26
DEFINITION OF REAL PROPERTY INTEREST APPRAISED	26
LOCATION AND ADDRESS	28
LEGAL DESCRIPTION	28
OWNER OF RECORD	28
HISTORY OF THE SUBJECT PROPERTY	28
REAL ESTATE ASSESSMENT AND TAXES	29
SITE DATA	30
ZONING	31
FLOOD ZONE	31
NEIGHBORHOOD OVERVIEW	32
EXPOSURE TIME	33
HIGHEST AND BEST USE	34
APPRAISAL PROCESS	35
<b>METHOD 1 – LAND SALES</b>	<b>36</b>
<b>METHOD 2 - MARKET RENTALS</b>	<b>42</b>
<b>ADDENDA</b>	<b>43</b>
MIAMI-DADE COUNTY AREA DESCRIPTION	44

## Scope of Work

All appraisals begin by identifying the appraisal problem. The appraisal problem herein is to estimate the As Is market rent. All three approaches to value; cost approach, income capitalization approach and sales comparison approach, are considered for each appraisal. Although always considered, not all three approaches are always applicable. For this appraisal to estimate the market rent, only the sales comparison approach was considered applicable. To estimate the market rent two methods were used. Method 1 is based on land sales and a rate of return (capitalization rate) is applied to estimate the market rent. Method 2 is a comparison to comparable properties that are rented and/or are available for rent.

**THE READER IS STRONGLY ADVISED TO REVIEW THE “IMPORTANT STATEMENT REGARDING CORONAVIRUS” WHICH FOLLOWS THE LETTER OF TRANSMITTAL.**

All appraisals begin by identifying the appraisal problem. Data on the subject property can be derived from various sources including but not limited to, the property owner, the county property appraiser’s office, surveys and building plans. When possible, more than one source is utilized to confirm data and the data sources are acknowledged. Land size is based on surveys (when available), public records and recorded plats. Land measurements are not performed.

Description of the improvements is based on a visual inspection and plans (when available). The age of the building is based on public records. Appraisers are not structural engineers and therefore cannot attest to the soundness of a structure. Noticeable potential problems such as stress cracks and water damages are noted, if evident.

Next, a search is performed for rentals comparable to the subject property. Research of comparable rentals and market data include, but is not limited to, using the following data sources:

- CoStar
- Imapp
- Newspaper clippings
- Board of Realtors’ Multiple Listing Service
- Loopnet.com

The scope of work for this assignment has been described above and is considered typical for an assignment of the nature of the subject appraisal problem.

## Certification

The undersigned does hereby certify that, to the best of my knowledge and belief:

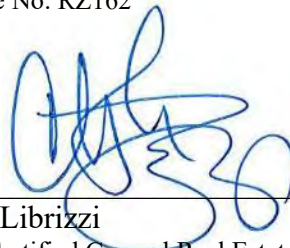
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the following requirements.
  - Uniform Standards of Professional Appraisal Practice (USPAP)
  - The Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute
  - The State of Florida requirements for state-certified appraisers
8. I have complied with the USPAP Competency Rule.
9. This appraisal report sets forth all the limiting conditions imposed by the terms of this assignment or by the undersigned affecting the analyses, opinions and conclusions contained in this report.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Additionally, it is subject to review by the state of Florida relating to review by the real estate appraisal subcommittee of the Florida Real Estate Commission.
11. It should be noted that the valuation herein does not include any furniture, fixtures, or equipment necessary to operate any business, or businesses occupying the subject property. The valuation herein does not include a value for any business entity, or entities occupying the subject property.
12. I, Lee H. Waronker, MAI, SRA, a State-Certified General Real Estate Appraiser, have not made a personal inspection of the property that is the subject of this report.

13. As of the date of this report Lee H. Waronker, MAI, SRA has completed the continuing education program of the Appraisal Institute.
14. I, Chris Librizzi, a State-Certified General Real Estate Appraiser, have made a personal inspection of the property that is the subject of this report.
15. No one provided significant real property appraisal assistance to the person signing this certification.
16. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



---

Lee H. Waronker, MAI, SRA  
State-Certified General Real Estate Appraiser  
License No. RZ162



---

Chris Librizzi  
State-Certified General Real Estate Appraiser  
License RZ3094

***Date of Report*** September 30, 2021



## General Assumptions and Limiting Conditions

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description nor is responsibility assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable.
2. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. Any plot plans or illustrative material in this report are included only to help the reader visualize the property.
6. Noted in this appraisal report are any adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in the appraisal report, the appraisers have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. The appraisers have no responsibility for any such conditions that do exist, or for any engineering or testing, that might be required to discover whether such conditions exist.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions, unless a non-conformity has been identified, described, and considered in the appraisal.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state or national government or private entity or organization have been, or can be obtained, or renewed for any use on which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and considered in the appraisal.
11. Appraisers are not experts in the field of environmental hazards and this report should not be considered an environmental assessment of the property. The client and any intended user are urged to retain an expert in this field. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property and is not qualified to detect such substances. The presences of substances such as asbestos, urea formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

12. The physical condition of the improvements, if any, described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of same.
13. Neither all nor any part of this appraisal report shall be disseminated to the public using the appraiser's name or appraisal designation, without prior written consent of the appraisers signing this appraisal report.
14. Neither all nor any part of this appraisal report shall be disseminated without the appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
15. Authorization is not allowed for the out-of-context quoting from, or partial reprinting of, this appraisal report.
16. There is no requirement to give testimony or appear in court because of having made an appraisal of the appraised property, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
17. The reader should be advised that our employment was not contingent on the appraisal providing a minimum valuation, a specific calculation, or the approval of a loan. Additionally, we have complied with the USPAP Competency Rule.
18. The Client, as identified within the appraisal, is the party or parties who engaged the appraiser for a specific assignment. By receiving a copy of this report from the client, that person or persons do not become a party to the appraiser-client relationship, nor an intended user. Any person who receives a copy of this appraisal report, due to disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment and they are identified in the report.
19. If the valuation in the report is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation. If a cost to complete these improvements was provided by the client, it is assumed that the estimate is accurate, unless otherwise noted.
20. The contents of the appraisal report, except as required by the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state, or local laws, will not be disclosed.

***Limiting Conditions:***

1. The allocation of total value between land and improvements applies only under the described utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
2. The Americans with Disability Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether it is in conformity with the various detailed requirements of the requirements of the ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

# Introduction

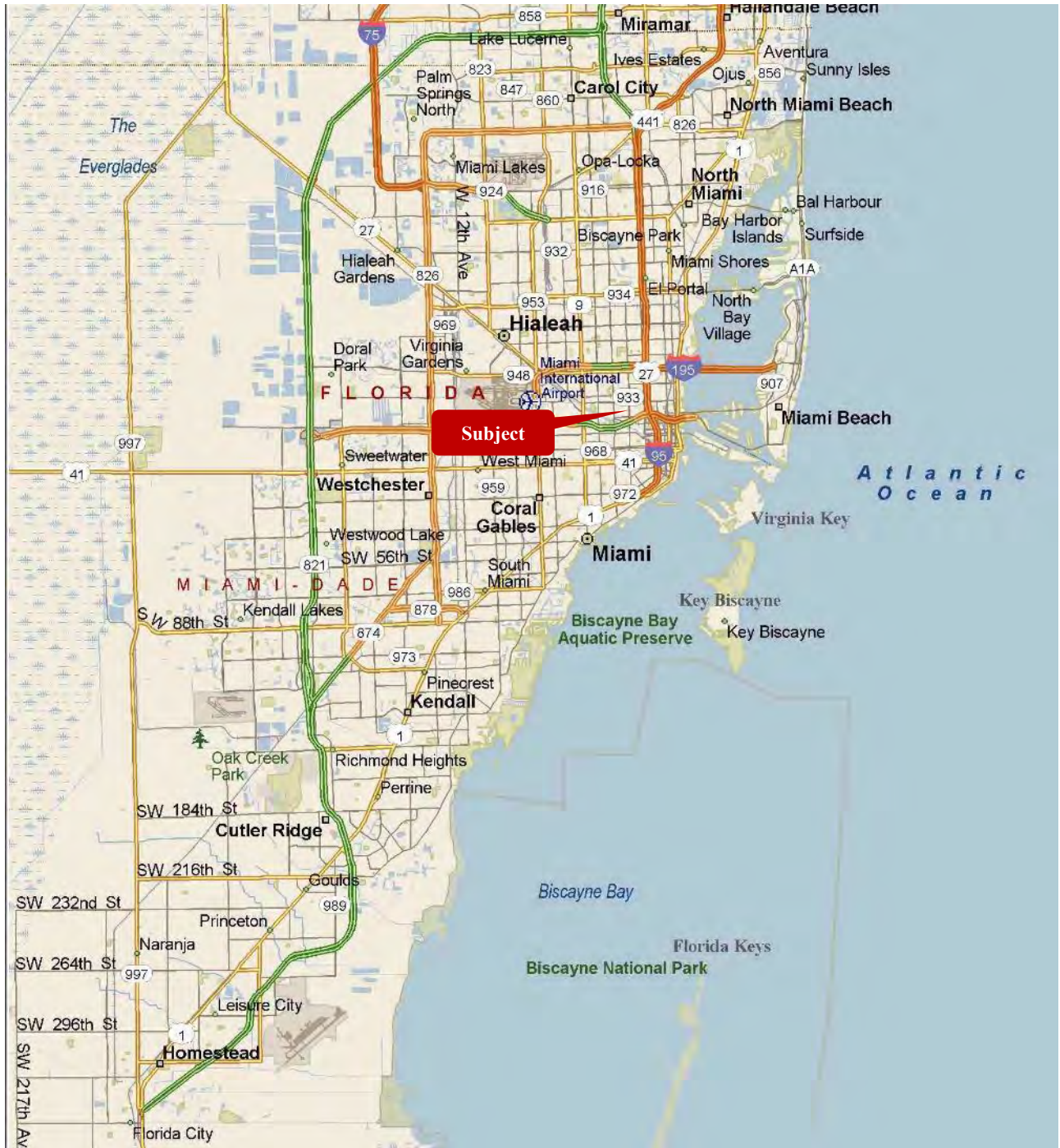
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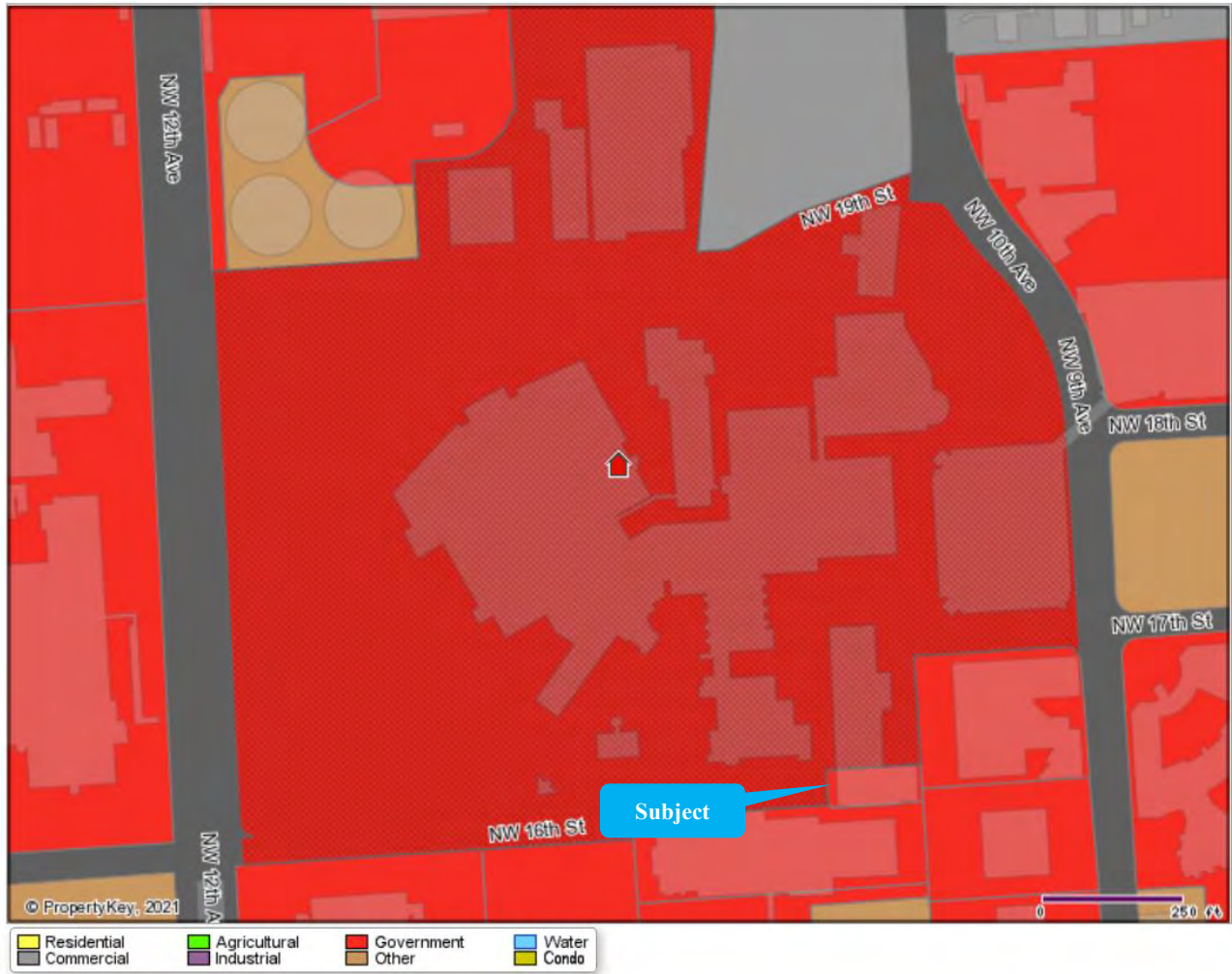
## **Summary of Pertinent Data**

Location:	Along the north side of NW 16th Street, between NW 10th Avenue to the east and NW 12th Avenue to the west, Miami, Miami-Dade County, FL
Address:	A portion of the Jackson Hospital Campus Miami, FL 33136
Type of Property:	15,679 square foot (.36 acres) of land
Purpose of the Appraisal:	Estimate the Market Rent of the subject property
Intended Use:	The intended use of this appraisal is to estimate a market rental rate for the subject property land area described herein
Intended User:	Ms. Shanika Jackson-Hunter, Manager - Real Estate Services Jackson Health System
Client:	Ms. Shanika Jackson-Hunter, Manager - Real Estate Services Jackson Health System
Extraordinary Assumptions:	None
Hypothetical Conditions:	None
As Is Market Value Estimate of the Fee Simple Interest:	\$1,880,000
Estimate of Market Rent:	\$7.20 per square foot
Date of Valuation:	September 29, 2021
Date of Report:	September 30, 2021

# Miami-Dade County Map

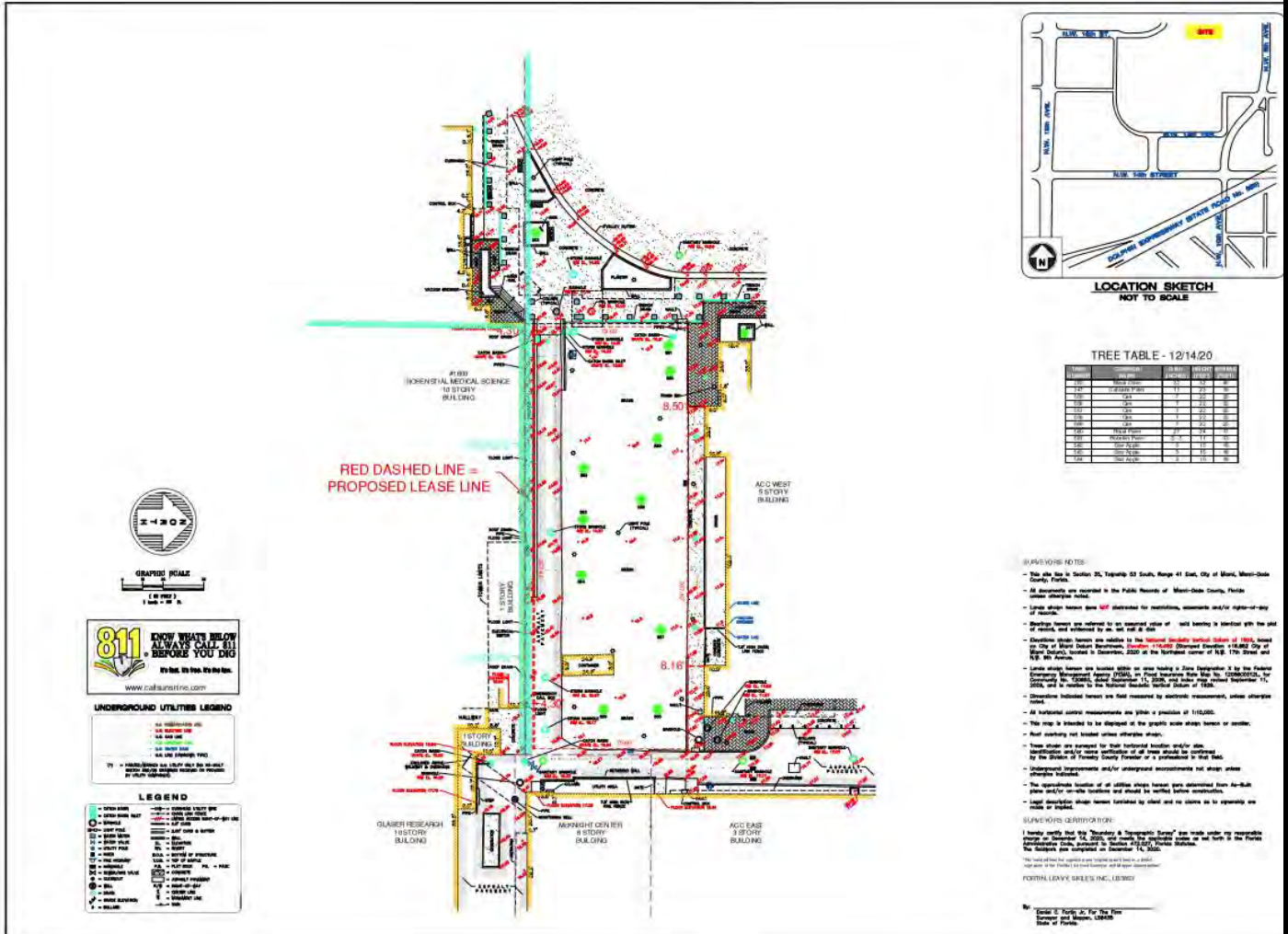


# Plat Map





# Survey



TREE TABLE - 12/14/20

Tree	Species	DBH	Height	Notes
1	Live Oak	12.0	25.0	
2	Live Oak	10.0	20.0	
3	Live Oak	8.0	18.0	
4	Live Oak	6.0	15.0	
5	Live Oak	4.0	12.0	
6	Live Oak	3.0	10.0	
7	Live Oak	2.0	8.0	
8	Live Oak	1.5	6.0	
9	Live Oak	1.0	4.0	
10	Live Oak	0.8	3.0	
11	Live Oak	0.6	2.0	
12	Live Oak	0.5	1.5	
13	Live Oak	0.4	1.2	
14	Live Oak	0.3	1.0	
15	Live Oak	0.2	0.8	
16	Live Oak	0.1	0.6	
17	Live Oak	0.1	0.5	
18	Live Oak	0.1	0.4	
19	Live Oak	0.1	0.3	
20	Live Oak	0.1	0.2	

**811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG**  
 www.call811.com

**UNDERGROUND UTILITIES LEGEND**

- Gas
- Water
- Sewer
- Electric
- Telecom
- Other

**LEGEND**

- Proposed Lease Line
- Property Line
- Building Footprint
- Survey Points
- Utility Lines
- Obstacles
- Other

**SUPERVISOR NOTES:**

- This site is in Section 25, Township 23 South, Range 41 East, City of Miami, Miami-Dade County, Florida.
- All easements are recorded in the Public Records of Miami-Dade County, Florida unless otherwise noted.
- Lines which have been cut/abandoned for maintenance, easements and/or right-of-way of record.
- Spotting heights are referred to an assumed spot of 54.0 feet to be identical with the spot of record, and referred to as an "as built" spot.
- Obstructions which have been removed to the National Grid Survey Station of 1984, based on City of Miami Survey Department, Station 174,000 (Street Elevation +118.82 City of 84) Station, located in Section 2522 at the Northwest corner of S.W. 17th Street and S.W. 8th Street.
- Lines which have been located after an area having a Zone Elevation 3 by the Federal Geodetic Control, Survey Station 174,000 (Street Elevation +118.82 City of 84) Station, in 2004, and is visible to the National Grid Survey Station of 1984.
- Obstructions indicated herein are field measured by electronic measurement, unless otherwise noted.
- All horizontal control measurements are within a precision of 1:10,000.
- This map is intended to be displayed at the graphic scale shown herein or smaller.
- Real easements not located unless otherwise shown.
- Traverse which are required for their horizontal location and/or elevation and/or for more verification of all lines should be conducted by the Engineer of Record, Surveyor or a professional in that field.
- Underground easements and/or underground easements not shown unless otherwise indicated.
- The approximate location of all utility above ground parts determined from As-Built plans and/or on-site conditions and should be marked before construction.
- Legal descriptions which herein have been taken by deed and no claim as to accuracy is made or implied.

**SUPERVISOR CERTIFICATION:**

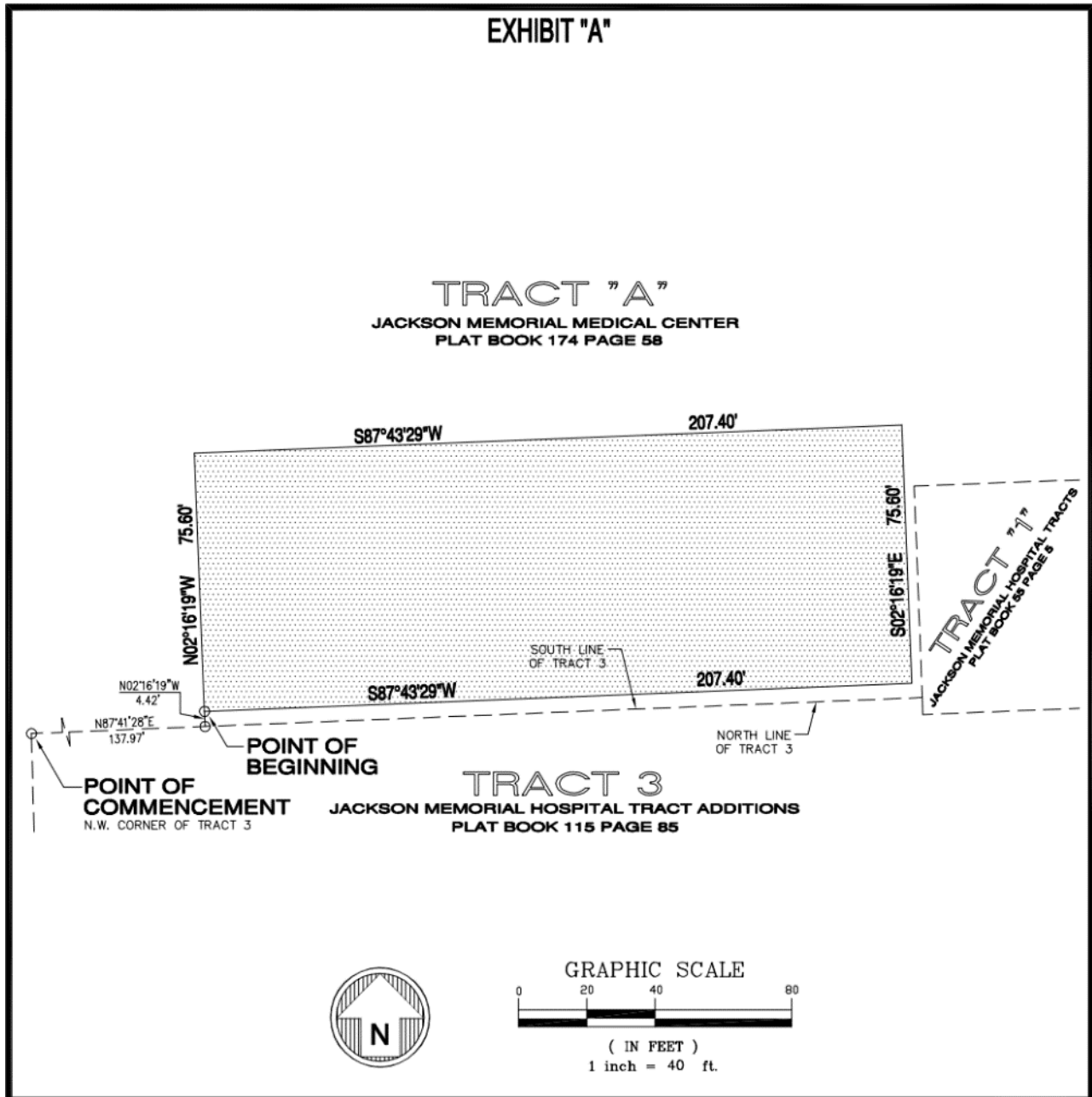
I hereby certify that this "Proposed Lease Line" was made under my responsible charge on December 14, 2020, at Miami, Florida, in accordance with the Florida Statutes and I am a duly Licensed Professional Engineer in the State of Florida.

The field notes for this project are located at the office of the Engineer.

**FORTNA LEVINE SPEER, INC., LICENSED**

**Fortna Levine Speer, Inc.**  
 10000 N.W. 17th Street, Suite 1000  
 Miami, Florida 33160





Drawn By	MAP
Cad. No.	201070SD
Ref. Dwg.	2020-133
Plotted:	5/11/21 8:40a

**SKETCH OF DESCRIPTION**

**FORTIN, LEAVY, SKILES, INC.**  
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	5/11/21
Scale	1"=40'
Job. No.	201070
Dwg. No.	1021-019
Sheet	2 of 3

**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

A portion of Tract "A" of JACKSON MEMORIAL MEDICAL CENTER, according to the Plat thereof, as recorded in Plat Book 174 at Page 58 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Tract "3" of JACKSON MEMORIAL HOSPITAL TRACT ADDITIONS, according to the Plat thereof, as recorded in Plat Book 115 at Page 85 of said Public Records of Miami-Dade County, Florida; thence North 87°41'28" East along the North line of said Tract "3", also being the South line of said Tract "A" for 137.97 feet; thence North 02°16'19" West, departing said North line of Tract "3", for 4.42 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue North 02°16'19" West for 75.60 feet; thence North 87°43'29" East for 207.40 feet; thence South 02°16'19" East for 75.60 feet; thence South 87°43'29" West for 207.40 feet to the Point of Beginning.

**SURVEYOR'S NOTES:**

- This site lies in Section 35, Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 87°41'28" E for the North line of said Tract "3", also being the South line of said Tract "A".
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- Lands shown hereon containing 15,679 square feet, or 0.360 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2020-133.

**SURVEYOR'S CERTIFICATION:**

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 11, 2021 and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

**FORTIN, LEAVY, SKILES, INC., LB3653**

By: \_\_\_\_\_  
Daniel C. Fortin, Jr., For The Firm  
Surveyor and Mapper, LS6435  
State of Florida.

<b>Drawn By</b> MAP	<b>LEGAL DESCRIPTION, NOTES &amp; CERTIFICATION</b>  <b>FORTIN, LEAVY, SKILES, INC.</b> <b>CONSULTING ENGINEERS, SURVEYORS &amp; MAPPERS</b> <b>FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653</b> <b>180 Northeast 168th Street / North Miami Beach, Florida. 33162</b> <b>Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com</b>	<b>Date</b> 5/11/21
<b>Cad. No.</b> 201070SD		<b>Scale</b> NOT TO SCALE
<b>Ref. Dwg.</b> 2020-133		<b>Job. No.</b> 201070
<b>Plotted:</b> 5/11/21 8:40a		<b>Dwg. No.</b> 1021-019
		<b>Sheet</b> 1 of 3

## Subject Photographs



View of subject looking east from west perimeter



View of subject looking southeast from northwest perimeter



View of sidewalk area along north perimeter  
(subject is to right of photograph and  
Ambulatory building to left)



View of subject looking southwest from  
northeast perimeter



View of subject looking northeast  
from southwest perimeter



View of subject east perimeter  
(subject to right of photograph)



View of subject south perimeter looking west  
(subject to right of photograph)



View of subject south perimeter looking east.  
UM School of Medicine to the right.  
(subject to left of photograph)



View of subject looking west  
from east perimeter



Common area sidewalks on subject  
west perimeter looking north

## Appraiser Qualifications

### LEE H. WARONKER, MAI, SRA

**Education:** Master of Science in Management, School of Business and Organizational Science, Florida International University, 1981 (Major – Real Estate)

Bachelor of Science Degree, The Florida State University, Tallahassee, Florida 1976 (Major – Real Estate)

**Affiliations:** MAI Designation (No. 6738) awarded by the Appraisal Institute (1983)  
SRA (SRPA) Designation awarded by the Appraisal Institute (1981)  
State-Certified General Real Estate Appraiser, State of Florida, RZ#162 (1990)  
Certified General Real Property Appraiser, State of Georgia, License Number 393144  
Registered Real Estate Broker, State of Florida, License #BK0152877 (1978)

**Experience:** Appraised various types of properties, including:

Industrial Buildings	Restaurants	Warehouses
Office Buildings	Hotels and Motels	Hospitals
Service Stations	Retail Stores	Marinas
Churches & Synagogues	U.S. Post Offices	Historical Buildings
Residences	Condominiums	Special Purpose Properties

*Waronker & Rosen, Inc.*, (formerly Waronker & Associates, Inc.) Miami, Florida, from 1987 to present. President and Owner

*Property Consultants, Inc.* from 1979 to 1986. Appraiser, Vice President

*Keys Company*, 1978 to 1979. Appraiser and Property Manager

*Miami-Dade County Department of Right-of-Way*, 1977 to 1978. Appraiser

**Instructor:** Appraisal Institute. Taught Courses 1A-1, 1A-2, 8-2, 1B-A, 1B-B, 110, 120, 210, 310, 320, 410, 420, 430, 510, 550, 600, 610 and 620, et al

**Author:** Seminars entitled “*Dynamics of Office Building Valuation*”, “*Why the Capitalization Rate is Always 10*” and the “*Appraisal of Real Estate 10<sup>th</sup> vs. 11<sup>th</sup> Edition*”.

**Other:** Special Master for the Dade County Valuation Adjustment Board, 1989 to 1996. Assisted in the editing of *The Appraisal of Real Estate, 11<sup>th</sup> Edition and 13<sup>th</sup> Edition*.

**Appraiser Qualifications**  
**CHRISTOPHER LIBRIZZI**

**Education:** Graduated from Valencia Community College in 1983 with an Associate Arts Degree.  
Graduated with a Bachelor of Science Degree from Florida State University in 1985.

**Affiliations:** State-certified general real estate appraiser, State of Florida, RZ#3094

<b>Employment:</b>	<i>Waronker &amp; Rosen, Inc.</i>	Real Estate Appraiser Research Analyst 2011 to Present
	<i>Integra Realty Resources</i>	Real Estate Appraiser Research Analyst 1997 to 2011
	<i>Appraisal and Real Estate Economics and Associates, Inc.</i>	Real Estate Appraiser Research Analyst (1991- 1997)

**Experience:** Appraised various types of properties, including:

Automobile Dealerships	Office Condominiums
Apartment Buildings	Restaurants
Churches and Synagogues	Shopping Centers
Golf Courses	Special Purpose Facilities
Industrial Buildings	Vacant Land
Office Buildings	Warehouses

**Course Work:** Appraisal Institute:  
*Real Estate Appraisal Principles*  
*Basic Valuation Procedures*  
*Capitalization Theory and Techniques, Part A*  
*Capitalization Theory and Techniques, Part B*  
*Advanced Concepts and Case Studies*  
*Advanced Sales Comparison and Cost Approach*  
*Market Analysis and Highest & Best Use*  
*Report Writing and Valuation Analysis*  
*Standards of Professional Practice, Parts A, B & C*  
*Fundamentals of Separating Real and Personal Property*  
*from Intangible Business Assets*  
*Various other Seminars*

## Partial Client List

LENDERS	LIFE INSURANCE COMPANIES	GOVERNMENT AGENCIES
1 <sup>st</sup> United Bank Amerasia Bank Apollo Bank BNY Mellon Bank BankUnited Bank of America Bank Leumi Bessemer Trust Branch Banking and Trust (BB&T) BridgeInvest, LLC CenterState Bank Capital Bank Centennial Bank Citibank and Citicorp City National Bank of Florida Grove Bank Comerica Bank Credit Suisse Executive National Bank Fifth Third Bank First American Bank First National Bank of South Miami FirstBank Florida Florida Community Bank Gibraltar Private Bank and Trust HSBC Bank, N.A. HFF IberiaBank Intercredit Bank, N.A. International Finance Bank Israel Discount Bank of New York JP Morgan Chase Bank Live Oak Bank Lloyds Int'l. Bank (Lloyds of London) Lutheran Brotherhood Marquis Bank Northern Trust Bank Ocean Bank Optimum Bank Popular Community Bank Professional Bank Regions Bank Space Coast Credit Union SunTrust Bank Terrabank, N.A. Tropical Federal Credit Union TD Bank, N.A. U.S. Century Bank Valley National Bank Wells Fargo Bank Zions First National Bank	<p>Allstate Insurance Company American General Life Insurance Co. Equitrust Life Insurance Co. Fortis Capital Corp. &amp; Life Insurance Company Franklin Life Insurance Company General American Life Insurance Co. Independent Order of Foresters John Alden Life Insurance Company Kansas City Life Insurance Company Lumberman's Life Insurance Company Omaha Woodmen Life Ins. Society Standard Life Insurance Company State Farm Insurance Company Sun Life Insurance Co. of America</p> <p style="text-align: center;"><b>CORPORATIONS</b></p> <p>AT&amp;T Chevron U.S.A., Inc. Church of Jesus Christ of the Latter-Day Saints Costco Wholesale Florida Power and Light Corp. (FPL) Jackson Health Systems JC Penny Corporation Johnson and Johnson Company Wendy's Company</p> <p style="text-align: center;"><b>DEVELOPERS AND INVESTORS</b></p> <p>Berkowitz Development Group Bristol Group, Inc. Fifteen Group, Inc. Flagler Development Corporation Fort Partners Goldman Properties Hampshire Real Estate Companies Lennar Corporation MDM Development, Inc. The Morgan Group, Inc. Napolitano Commercial Properties Noble House Resorts and Hotels Ocean Properties, Ltd. Optimum Development, USA Panther Real Estate PLC Investments, Inc. R.K. Associates, Inc. Shoma Group Scott Robins Companies Terra Group Vornado Realty Trust</p>	<p>Broward County School Board Broward County Public Works Dept. City of Atlanta City of Coral Gables City of Miami Beach City of Miami - General Serv. Admin. Federal Deposit Insurance Corp. (FDIC) Federal Home Loan Mortgage Corp. Florida Dept. of Environmental Protection Florida Department of Transportation Florida Keys Aqueduct Authority Miami-Dade Co. - Water and Sewer Miami-Dade Co. - Aviation Department Miami-Dade Co. - County Attorney Miami-Dade Co. - General Serv. Admin. Miami-Dade Co. - Housing &amp; Urban Dev. Miami-Dade Co. - Public Works Dept. Miami-Dade Co. - School Board Miami Parking Authority Nature Conservancy, Florida Chapter South Florida Water Management District United States - Department of Justice United States - General Serv. Admin. United States - Postal Services Village of Bal Harbour Village of Key Biscayne Village of Pinecrest</p> <p style="text-align: center;"><b>LAW FIRMS</b></p> <p>Akerman, Senterfitt &amp; Eidson Arnstein &amp; Lehr, LLP A.J. Barranco &amp; Associates, P.A. Berger Singerman, LLP Berman, Rennart Vogel &amp; Mandler &amp; Rodriguez, P.A. Carlton Fields Colson Hicks Eidson, P.A. Greenberg Traurig, LLP Holland &amp; Knight LLP Rice, Pugatch, Robinson, Storfer &amp; Cohen, PLLC Richman Greer Shutts &amp; Bowen, LLP Stearns, Weaver, Miller, Weissler, Alhadeff &amp; Sitterson, P.A. Steel Hector and Davis LLP Tabas, Soloff Attorneys Tripp Scott, Attorneys at Law Serota, Helfman, Weiss, Pastoriza, Guedes, Cole, Boniske, P.A.</p>



## Notable Properties Appraised

<b><i>Miami-Dade County</i></b>			
Miami Seaquarium	Virginia Key	Miami Free Zone – Global Trade Cntr	Miami
Miami International Airport	Miami	Metropolitan Hospital of Miami	Miami
City of Miami Correctional Facility	Miami	Spinnaker Marina	North Miami
Country Club of Miami Golf Course	Miami	Virginia Key & Rickenbacker Marinas	Key Biscayne
Mel Reese Golf Course	Miami	Waterways Yacht Basin	Miami
Burger King Headquarters – Waterford	Miami	Porto Vita Club and Spa	Aventura
Doctors Hospital	Coral Gables	Ocean Steps Entertainment Center	S. Miami Beach
Beacon Centre Development	Miami	Indian Creek Country Club	Indian Creek
FBI Headquarters	Miami	BIV Tower	Miami
Gables Waterway Executive Center	Coral Gables	Courthouse Tower	Miami
Joe’s Stone Crab Restaurant	Miami Beach	South Shore Hospital	Miami Beach
Doral Ocean Beach Resort (formerly)	Miami Beach	SouthCom Headquarters	Miami
Metro-Dade Bus Facility	Miami		
<b><i>Fort Lauderdale/Broward County</i></b>			
Florida Medical Center (Hospital)	Ft. Lauderdale	Martha’s Restaurant	Hollywood
Jackson Marine Center	Ft. Lauderdale	Various Luxury Single Family Homes	Ft. Lauderdale
Las Olas Centre Office Building	Ft. Lauderdale	Seneca Industrial Park	Pembroke Park
<b><i>Monroe County/Florida Keys</i></b>			
Marriott Key Largo Bay Beach Resort	Key Largo	Louie’s’ Backyard Restaurant	Key West
Islander Resort	Islamorada	Ocean Key Resort	Key West
Hawk’s Cay Resort, Marina and DRI	Duck Key	Sloppy Joe’s Bar	Key West
Westin and Sunset Key Island	Key West	Truman Annex – Navy Base	Key West
Little Palm Island	Little Torch Key		
<b><i>Other Florida Cities</i></b>			
Jupiter Beach Resort	Jupiter	Spring Hill Suites	Tampa
LaPlaya Beach Resort	Naples	Hilton Carillon Park	St. Petersburg
Sheraton Four Points	Orlando		
<b><i>Outside of the United States</i></b>			
Various Single-Family Residences – Cat Cay, Bahamas		Ocean Club Resort – Grand Turks and Caicos	
Single Family Home – Casa de Campo, Dominican Republic		Ritz Carlton Land Lease – San Juan, Puerto Rico	
Sapphire Beach Resort – St. Thomas, U.S. Virgin Islands		Various Land Holdings – St. Croix, U.S. Virgin Islands	
Hotel Site – Grand Turks and Caicos		Vacant Land – West End, Grand Bahama Island	
Montego Beach Resort – Montego Bay, Jamaica		Buccaneer Hotel – St. Croix, U.S. Virgin Islands	
Botany Bay Subdivision – St. Thomas, U.S. Virgin Islands			

# Description & Analyses

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## **Purpose of the Appraisal**

The purpose of this appraisal is to estimate the As Is market rent of the fee simple interest as of September 29, 2021. The term fee simple interest is defined below and the term market value is defined on the following page.

## **Intended User, Client and Intended Use of the Appraisal**

### **Intended User**

The intended user of this appraisal is Shanika Jackson-Hunter, Real Estate Services, Jackson Health Services. No purchaser or seller of the subject property, nor any borrower are intended users of this appraisal and no such parties should use or rely on this appraisal for any purpose. All such parties are advised to consult with appraisers or other professionals of their own choosing. No additional users are identified or intended.

### **Client**

The client for this appraisal is Shanika Jackson-Hunter, Real Estate Services, Jackson Health Services.

### **Intended Use**

The intended use of this appraisal is to estimate a market rental rate for the subject property.

## **Definition of Real Property Interest Appraised**

The real property interest appraised herein is that of the fee simple interest, defined as follows:

*“an absolute fee without limitations to any particular class of heirs, but subject to the limitations of eminent domain, escheat, police power and taxation. An inheritable estate.”*

*Source: The Dictionary of Real Estate Appraisal, 6th Edition, 2015, Page 90*

## Definition of Market Value

*“Market Value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.”*<sup>1</sup>The Uniform Standards of Professional Appraisal Practice (USPAP) states Market Value is *“a type of value, stated as an opinion, that presumes the transfer of property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal”*.<sup>2</sup>

This requires the appraiser to identify the definition of market value and its authority. The definition that follows is the basis of the valuation in this appraisal and the source is the Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

Market Value is defined as “the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated.

1. Both parties are well informed or well advised and acting in what they consider their own best interests.
2. A reasonable time is allowed for exposure in the open market.
3. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
4. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”<sup>3</sup>

This market value definition is referenced within the appraisal regulations of the following governmental agencies:

- Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989
- Department of the Treasury
- The Federal Reserve System (FRS)
- Federal Deposit Insurance Corporation (FDIC)
- Office of Comptroller of the Currency (OCC)

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<sup>1</sup> *Appraisal of Real Estate*, 15<sup>th</sup> Edition, 2020, Page 48

<sup>2</sup> USPAP 2018-2019, page 5

<sup>3</sup> Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472

## **Location and Address**

The subject property is located along the north side of NW 16th Street, between NW 10th Avenue to the east and NW 12th Avenue to the west, Miami, Miami-Dade County, FL.

**Address:** 15,679 Square Feet of Commercial Land  
A Portion of Jackson Hospital Campus  
Miami, FL 33136

## **Legal Description**

### **LEGAL DESCRIPTION:**

A portion of Tract "A" of JACKSON MEMORIAL MEDICAL CENTER, according to the Plat thereof, as recorded in Plat Book 174 at Page 58 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Tract "3" of JACKSON MEMORIAL HOSPITAL TRACT ADDITIONS, according to the Plat thereof, as recorded in Plat Book 115 at Page 85 of said Public Records of Miami-Dade County, Florida; thence North 87°41'28" East along the North line of said Tract "3", also being the South line of said Tract "A" for 137.97 feet; thence North 02°16'19" West, departing said North line of Tract "3", for 4.42 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue North 02°16'19" West for 75.60 feet; thence North 87°43'29" East for 207.40 feet; thence South 02°16'19" East for 75.60 feet; thence South 87°43'29" West for 207.40 feet to the Point of Beginning.

**Source:** *Survey, Public Records of Miami-Dade County*

## **Owner of Record**

Miami-Dade County Public Health Trust  
1611 NW 12<sup>th</sup> Avenue  
Miami, FL 33136-1005

**Source:** *Public records of Miami-Dade County and the Miami-Dade County Property Appraiser Office*

## **History of the Subject Property**

There have been no recorded sales of the subject property in the past five years. Based on a search of various real estate services, including the MLS and CoStar.com, the subject property is not listed for sale as of the date of value herein.

**Source:** *Public records of Miami-Dade County and the Miami-Dade County Property Appraiser Office*

## Real Estate Assessment and Taxes

Taxing Authority:	Miami-Dade County
Assessment Year:	2021
School Board Millage Rate:	7.1290
City, County, Region Millage Rate:	<u>14.1691</u>
Total Millage Rate:	21.2981 (2020)
Folio Number	01-3135-104-0010

The Miami-Dade Property Appraiser reports two values; Assessed Value and Market (Just) Value, also referred to as Just Value. Millage rates are multiplied times the respective values to calculate real estate taxes.

Nonresidential properties are subject to the Non-Homestead Cap which limits increases in the assessed value to 10% annually. Single family residences are subject to the Save Our Homes Amendment which limits the increase for a home to 3% annually, or the Consumer Price Index (CPI), whichever is less. A change in ownership resets the base year of the cap to the following year. When this occurs, the assessed value will be equal to the market (just) value. There is no cap on the increase in market value. Following is a summary of the reported market (just) and assessed values. ***Note the following analysis utilizes the land assessment for the parent tract and only includes the subject land area of 15,679 square feet. The entire parcel is assessed at \$15.00 per square foot having 1,695,008 square feet of land.***

TYPE OF VALUE	VALUE	SQ.FT. SIZE <sup>1</sup>	VALUE PER SQ.FT.
Land Value	\$235,185	15,679	\$15.00
Building Value	\$0.00	\$0.00	\$0.00
Extra Features Value	\$0		
Market (Just) Value	\$235,185	15,679	\$15.00
Assessed Value	\$235,185	15,679	\$15.00

To calculate real estate taxes, the school board millage rate is multiplied times the market (just) value. In addition, the county, city, and regional millage rate is multiplied times the assessed value. The results of each are added together to indicate the total real estate taxes.

<sup>1</sup> This is the size per the Miami-Dade County Property Appraiser's records.

The real estate taxes are estimated as follows:

TAXING AUTHORITY	MILLAGE <sup>1</sup> (A)	VALUE (B)	TAXES (A x B)
School Board	.0071290	\$235,185	\$1,677
City, County & Regional	.0141691	\$235,185	\$3,332
Estimated Real Estate Taxes			\$5,009
Non-Ad Valorem Taxes			\$0
Total Taxes			\$5,009
Taxes Per Square Foot			\$.32

There is a 4% discount given for early (November) payment of taxes which would reduce the estimated real estate taxes to \$4,809, (\$5,009 minus 4%).

Florida Statutes require assessments to be at 100% of market (just) value with an allowable adjustment to indicate net proceeds that would be derived from a sale. This adjustment varies depending on the taxing authority however is typically in the range of 15%.

Based upon the value estimated in this appraisal by the sales comparison approach the market (just) value is far below what is appropriate. This is typical for government owned properties and properties that are exempted from the payment of real estate taxes.

## Site Data

The subject site is rectangular. There is frontage of approximately 207 feet along the north side of NW 16<sup>th</sup> Street, a two-lane asphalt paved road in average condition. Depth is approximately 75 feet. The total area of the parcel is 15,679 square feet (.36 acres). The subject property is accessible from the northside of NW 16<sup>th</sup> Street. The site is level and at approximate street grade. Utilities available to the site are:

Electric:	Florida Power and Light
Telephone:	AT&T
Water:	Miami-Dade Water and Sewer
Sewer Disposal:	Miami-Dade Water and Sewer

<sup>1</sup> Millage rate divided by 1,000

## **Zoning**

The subject property is zoned C1-HD Civic Institution Health District by the city of Miami, FL. The C1-HD zone requires a minimum lot area of 10,000 sq. ft. and lot width of 50 feet. Maximum floor area ratio is 8:1. Density is 150 units per acre. Permitted uses by right include but are not necessarily limited to multi-family housing, dormitory, live-work, hotel, office, general commercial, public parking, and food service. Parking requirements are one space for every 800 sq. ft. of residential use, office or commercial use. For a detailed listing of allowable uses and restrictions, refer to the zoning code of the city of Miami, FL.

## **Flood Zone**

The subject property is in Flood Zone AE. Zone AE is the flood insurance rate zones used for the 1-percent-annual-chance floodplains that are determined for the FIS by detailed methods of analysis. In most instances, BFEs derived from the detailed hydraulic analyses are shown at selected intervals in this zone. Mandatory flood insurance purchase requirements apply. AE zones are areas of inundation by the 1-percent-annual-chance flood, including areas with the 2-percent wave run-up, elevation less than 3.0 feet above the ground, and areas with wave heights less than 3.0 feet. These areas are subdivided into elevation zones with BFEs assigned. The AE zone will generally extend inland to the limit of the 1-percent-annual-chance Stillwater Flood Level (SWEL). This identification was located on Flood Insurance Rate Map, Community Panel No. 12086C0312L, revised September 11, 2009. **For insurance purposes, a surveyor should be contacted to verify the exact zone by a flood elevation certificate, as well as its impact on insurance.**

*Source:* [www.miamidade.gov](http://www.miamidade.gov) and [www.imapp.com](http://www.imapp.com)



## **Neighborhood Overview**

### **General Neighborhood Data**

Location:	Urban
Built Up:	80% to 90%
Growth Rate:	Stable
Property Values:	Stable
Demand/Supply:	In balance
Present Land Use:	Commercial
Change in Present Land Use:	Not likely
Predominant Use:	Commercial
Property Compatibility:	Average
General Appearance of Properties:	Average
Appeal to Market:	Average

### **Adjacent Uses**

East:	Office building
West:	Office building
South:	Office building
North:	Office building

### **Linkages**

Public Transportation:
Employment Centers:
Expressway Access:
Miami International Airport:

### **Distance**

1/2 mile
Within a few blocks
Within a few blocks
Five to seven miles

### **Access**

Good
Very good
Excellent
Above average

## **Exposure Time**

Exposure time is the “*estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market*”<sup>1</sup>.

This analysis considers the exposure time (prior to a sale of the subject property) at a market related price, such as the estimated market value herein. In estimating exposure time, sales are analyzed, real estate brokers and property owners are interviewed and statistics from published surveys are considered.

Exposure time for the subject is estimated at six to twelve months. This estimate considers the property was properly marketed and priced. If the property had not been properly marketed and/or priced, then it is likely the estimated exposure time would not have been achieved.

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<sup>1</sup> *The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition, page 83*

## Highest and Best Use

Highest and best use is defined as follows:

*“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity”<sup>1</sup>*

In analyzing the highest and best use, the four criteria are answered in order:

1. **Legal Permissibility.** What uses are legally permitted on the subject site with respect to zoning ordinances and deed restriction.
2. **Physical Possibility.** What uses of those legally allowed are physically possible on the subject site?
3. **Financial Feasibility.** Of those uses determined to be physically possible and legally permissible, which ones will produce a positive return?
4. **Maximum Productivity.** Of those that are feasible, legally permissible, and physically possible, which will produce the highest rate of return or value?

Based on the above four criteria, following is the conclusions for the highest and best use as vacant and the highest and best use as improved.

### ***Highest and Use - As Vacant***

The subject property is zoned C1-HD by the city of Miami, FL. Civic Institution Health District This zoning primarily allows for the construction of multi-family, various retail, and office. For a detailed listing of allowable uses and restrictions, refer to the zoning code of the city of Miami, FL. Currently the market is strong enough to feasibly construct on the site and the subject location is desirable. Therefore, the highest and best use as though vacant, would be to construct a medical office on the site.

### ***Highest and Best Use - As Improved***

This appraisal is the valuation of vacant land. As such, the highest and best use as improved is not applicable.

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<sup>1</sup> *Source: The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition, Page 108*

## **Appraisal Process**

All three approaches to value; cost approach, income capitalization approach and sales comparison approach, are considered for each appraisal. Although always considered, not all three approaches are always applicable. Following is an introduction to the three approaches to value.

### **Cost Approach**

This approach to value is based on the principle of substitution which states that an informed purchaser would not pay more for a property than the cost of reproducing a property with the same utility. The cost approach can often yield reliable estimates of value for new construction. This approach entails estimating the cost of constructing the improvements, deducting an estimate of depreciation, and then adding the value of the site as if vacant. To this value an entrepreneurial incentive is added to arrive at the estimated value by the cost approach.

### **Income Capitalization Approach**

This approach to value is based on the concept that value is created by the expectation of future benefits. Income producing real estate is purchased for the right to receive future income from cash flows and the reversion. The income capitalization approach consists of methods to analyze a property's capacity to generate income, and a reversion, and convert these monetary benefits into an estimate of value.

### **Sales Comparison Approach**

This approach is based on the principle of substitution which suggests that, within competitive markets, similar products will realize similar prices. Inherent in this concept is the premise that a purchaser would not pay more for a property than the cost to acquire another property with the same amenities and utility.

For this appraisal of the market rent the only approach used was the sales comparison approach. To estimate the market rent two methods were used. Method 1 is based on comparable land sales and a rate of return (capitalization rate) is applied to estimate the market rent. Method 2 is a comparison to comparable properties that are rented and/or are available for rent.

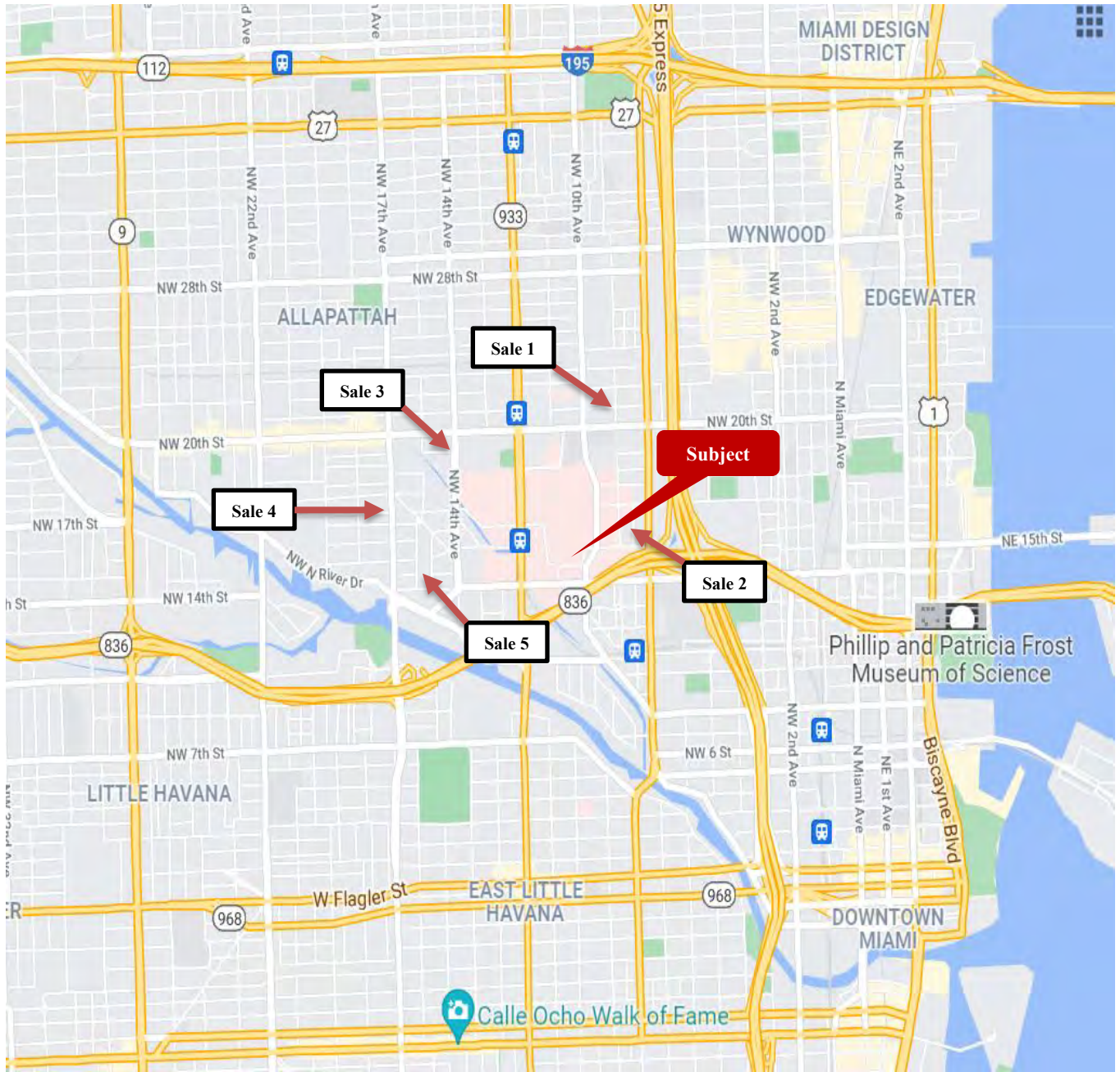
## Method 1 – Land Sales

Following is a grid of the comparable sale properties used for comparison to the subject property. All five sales are located within the subject's immediate neighborhood.

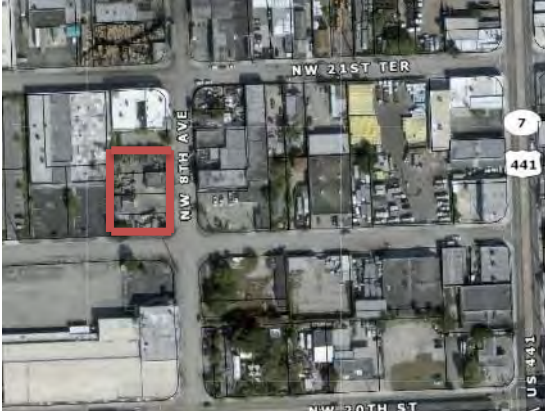
Sale	Sale Date	Address	Sale Price	Land Size	Price/Sq.Ft.	Zoning
1	Aug 2021	2100-2128 NW 8 <sup>th</sup> Avenue Miami	\$1,800,000	19,196	\$94	D2
2	Nov 2020	1608 NW 7 <sup>th</sup> Avenue Miami	\$2,055,000	16,719	\$123	C1-HD
3	Mar 2020	1420 NW 20 <sup>th</sup> Street Miami	\$3,000,000	39,767	\$75	T6-8-O
4	Feb 2020	1710 NW 17 <sup>th</sup> Avenue Miami	\$4,000,000	30,866	\$130	T6-8-O
5	July 2021	1507 NW 14 <sup>th</sup> Street Miami	\$625,000	5,450	\$115	T6-8-R
<b>Subject</b>		<b>NW 16<sup>th</sup> Street &amp; NW 12<sup>th</sup> Avenue Miami</b>		<b>15,679</b>		<b>C1-HD</b>

On the following page is a sales map, indicating the location of the sales and the subject property.

### Land Sales Location Map



### Land Sales



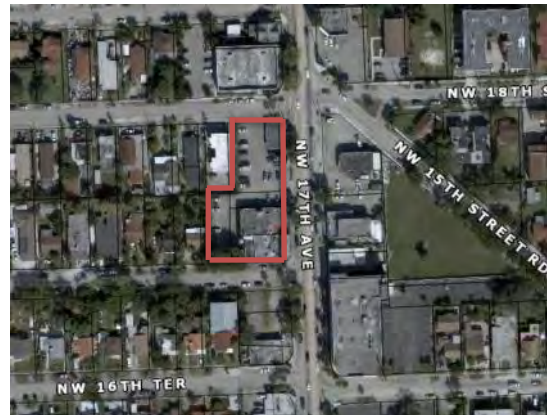
Sale 1 - 2100-2128 NW 8<sup>th</sup> Avenue



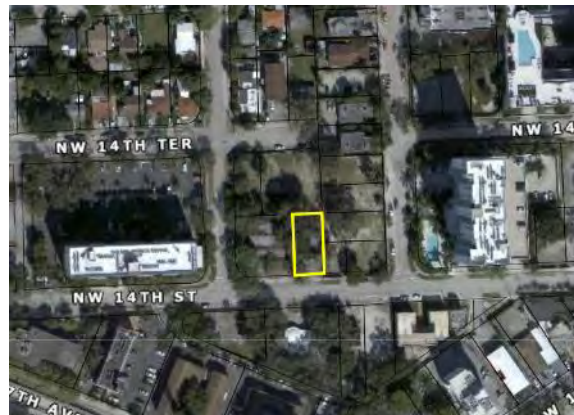
Sale 2 - 1608 NW 7<sup>th</sup> Avenue



Sale 3 - 1420 NW 20<sup>th</sup> Street



Sale 4 - 1710 NW 17<sup>th</sup> Avenue



Sale 5 - 1507 NW 14<sup>th</sup> Street

## Adjustment Grid

Below is a grid which illustrates qualitative adjustments used to compare the comparable sales to the subject property. Percentage adjustments were not utilized. To utilize percentage adjustments, it would be necessary to pair (compare) sales to extract value differences. This is difficult as there is normally insufficient data to provide pairings for all value differences. Below is a grid which illustrates the adjustments made. A plus (+) sign indicates the unit of comparison of the sale must be adjusted upward as that characteristic is inferior to the subject. A minus (–) sign indicates the unit of comparison of the sale must be adjusted downward since the characteristic is superior to the subject. An equal (=) sign indicates the sale characteristic is comparable to the subject property.

Sale	1	2	3	4	5
<b>Price Per Square Foot</b>	<b>\$94</b>	<b>\$123</b>	<b>\$75</b>	<b>\$130</b>	<b>\$115</b>
Property Rights Conveyed	=	=	=	=	=
Financing	=	=	=	=	=
Conditions of Sale	=	=	=	=	=
Market Conditions (Time)	=	=	=	=	=
Location	++	=	+	=	+
Frontage/Exposure	-	=	-	-	+
Zoning	+	=	-	-	=
Size	=	=	++	+	-
Shape	=	+	=	=	=
<b>Overall Adjustment</b>	<b>++</b>	<b>=</b>	<b>+</b>	<b>-</b>	<b>+</b>

After considering the individual differences, either a plus (+), minus (–) or equal (=) sign has been placed in the "Overall" column. This indicates the overall adjustment that the sale would require as compared to the subject property.



## **Conclusion of Land Value by Sales Comparison**

A search was made for comparable vacant land sales. The sales found have sales prices ranging from \$75 to \$130 with a mean of \$107 per square foot and a median of \$115 per square foot. This method compared similar properties to the subject property and adjustments were made for pertinent characteristics.

After adjustments on a cumulative basis, Sale 4 (\$130 per sq. ft.) is considered superior and required negative (downward) adjustments, while Sales 1, 3 and 5 (\$75 to \$115 per sq. ft.) were considered inferior and required positive (upward) adjustments. Sale 2 (\$123 had offsetting adjustments. The subject property should have a value greater than \$115 per square foot, less than \$130 per square foot.

Also of note is a listing at 1370 NW 16<sup>th</sup> Street, Miami. The list price is \$997,000, or \$133 per square foot for 7,503 square feet. The property is zoned C1-HD.

After considering the sales data available and the factors influencing value described above, it is concluded that the subject land has an As Is market value of \$120 per square foot. The estimated land value equals 15,679 square feet times \$120 per square foot, equal to \$1,880,000 (rounded).

## Capitalization Rates

Survey	Period	Land Subcategory	Average Ro	Low Ro	High Ro
RealtyRates	2021-3Q	Retail Land	6.64%	2.34%	10.54%
RealtyRates	2021-3Q	Office Land	6.13%	2.32%	9.34%
RealtyRates	2021-3Q	Lodging Land	7.00%	2.34%	14.22%
RealtyRates	2021-3Q	Industrial Land	6.46%	2.34%	9.48%
RealtyRates	2021-3Q	Apartment Land	6.11%	2.30%	9.58%

The above grid provides capitalization rates for various types of land with averages ranging from 6.11% to 7.0%. For office land the average is 6.13%. The low and high capitalization rates range widely from 2.30% to 14.22%. Based on the data the estimated capitalization rate is 6.13% which was rounded to 6%. Below are the comparable sales with the 6% capitalization rate applied to indicate rental rates for the land.

Sale	Sale Date	Address	Land Size	Price/Sq.Ft.	Cap Rate	Indicated Land Rent
1	Aug 2021	2100-2128 NW 8 <sup>th</sup> Avenue Miami	19,196	\$94	6.00%	\$5.64
2	Nov 2020	1608 NW 7 <sup>th</sup> Avenue Miami	16,719	\$123	6.00%	\$7.38
3	Mar 2020	1420 NW 20 <sup>th</sup> Street Miami	39,767	\$75	6.00%	\$4.50
4	Feb 2020	1710 NW 17 <sup>th</sup> Avenue Miami	30,866	\$130	6.00%	\$7.80
5	July 2021	1507 NW 14 <sup>th</sup> Street Miami	5,450	\$115	6.00%	\$6.90
<b>Subject</b>		<b>NW 16<sup>th</sup> Street &amp; NW 12<sup>th</sup> Avenue Miami</b>	15,679	<b>\$120</b>	<b>6.00%</b>	<b>\$7.20</b>

## **Method 2 - Market Rentals**

This method searches for land that is leased to compare to the subject property. There were limited rentals found for comparison. Below is a summary of the rentals found.

1222-1250 NW 7 <sup>th</sup> Avenue	16,950 sq. ft. @ \$3.00 per square foot
2100-2128 NW 8 <sup>th</sup> Avenue (Sale 1)	19,196 sq. ft. @ \$5.31 per square foot
3635 NW 46 <sup>th</sup> Street	8,100 sq. ft. @ \$9.62 per square foot
3825-3945 NW 32 <sup>nd</sup> Avenue	10,019 sq. ft. @ \$4.73 per square foot

Identified are four current advertised land leases. The lease rates range from \$3.00 per square foot to \$9.62 per square foot, with an average of \$5.67 per square foot. The property at 2100-2128 NW 8<sup>th</sup> Avenue is Sale 1 which was purchased in August 2021. This property had a quoted lease rate of \$5.31 per sq. ft. This property as well as 1222-1250 NW 7<sup>th</sup> Avenue and 3825-3945 NW 32<sup>nd</sup> Avenue are considered inferior to the subject. The property at 3635 NW 46<sup>th</sup> Street would be adjusted down due to frontage and size. These rentals indicate the subject property should rent for between \$5.21 to \$9.62. This range in value supports the estimated rent in Method 1 of \$7.20 per square foot.

## **Conclusion of Market Rental Rate**

Based on the previous land sales analysis the estimated rent per square foot for the subject property is \$120 per square foot times a 6.0% capitalization rate to indicate a rent of \$7.20 per square foot, rounded. Multiplying the land area of 15,679 square feet times \$7.20 per square foot indicates a yearly rent of \$113,000 (rounded). Method 2 indicated a range from between \$5.21 to \$9.62. This range in value supported the estimated rent in Method 1 of \$7.20 per square foot. Based on the two methods applied the estimated rental rate for the subject property is \$7.20 per square foot.

# Addenda

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**Miami-Dade County Area Description**

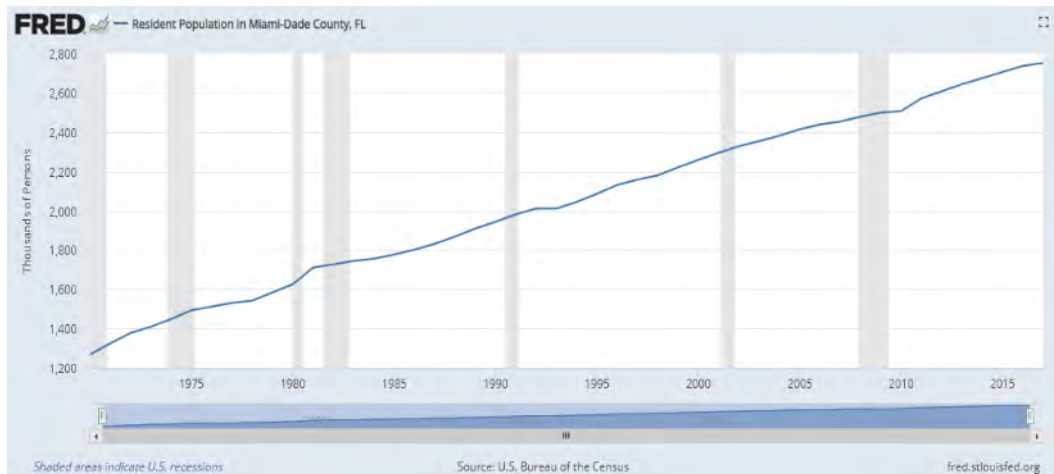
## Miami-Dade County Description

### General Overview

Miami-Dade County, often referred to as “Miami” is an international city known for its weather, beaches, banking, fine art, shopping, and Latin culture. Miami-Dade County is at the southeastern tip of Florida and is the south-easternmost county in the continental United States. Its land area is approximately 2,431 square miles and is bordered by Broward, Collier, and Monroe Counties to the north, southwest, and south, respectively. The county is bordered by the Atlantic Ocean to the East and Everglades National Park to the West.

### Demographics

According to the latest report by the U.S. Bureau of the Census, as of July 2017, Miami-Dade County has 2,751,796 residents, which is a 10.2% increase from April 2010. Over half of those residents were born outside the United States; almost 58% fall between the ages of 18 and 65. As depicted in the following graph, the county’s population has risen steadily since 1970.



<b>Miami-Dade County Population Projections</b>			
<b>2020 Projection based on 2017 Estimate</b>	<b>Percentage change 2017 to 2020</b>	<b>2025 Projection based on 2017 Estimate</b>	<b>Percentage change 2020 to 2025</b>
2,872,760	4.7%	3,062,631	6.6%

Miami is the largest city in Miami-Dade County. There are 34 cities in addition to unincorporated areas. The incorporated cities are as follows: Aventura, Bal Harbour, Bay Harbor Islands, Biscayne Park, Coral Gables, Cutler Bay, Doral, El Portal, Florida City, Golden Beach, Hialeah, Hialeah Gardens, Homestead, Indian Creek, Key Biscayne, Medley, Miami, Miami Beach, Miami Gardens, Miami Lakes, Miami Shores, Miami Springs, North Bay Village, North Miami, North Miami Beach, Opa-locka, Palmetto Bay, Pinecrest, South Miami, Sunny Isles Beach, Surfside, Sweetwater, Virginia Gardens and West Miami. The City of Miami is the largest municipality, followed by Hialeah, Miami Gardens, Miami Beach, North Miami, and Coral Gables. Each municipality has its own government and provides city services such as police and zoning protection.

**Brief History**

Miami was founded in 1866 after the end of Spanish rule in Florida. Before the turn of the century, prominent figures such as William and Mary Brickell and Henry Flagler established a community and connected the young city to the rest of the United States.

In 1910, John Collins discovered fresh water on Miami Beach, and within a decade, the population soared, and businessmen bought up the land. The city quickly became a popular spot for tourists, but it crumbled under the hurricane of 1926. During the decades of war, parts of Miami-Dade County became training grounds for military. Residents then slowly built back up the tourism industry.

The early 1960's marked the beginning of the arrival of large numbers of Cuban Refugees into Miami-Dade County and South Florida. In the years following, significant numbers of immigrants have come from Haiti, Cuba, and other Latin American countries.

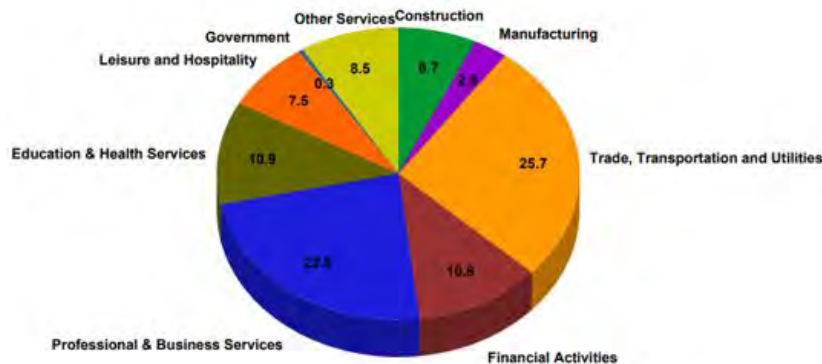
**Government**

Miami-Dade County has a strong mayor form of government, with nine elected individuals (one mayor and eight commissioners) making up the Miami-Dade County Board of Commissioners. The mayor appoints a professional administrator to manage the daily activities of the county government and a county attorney to handle its legal matters.

Some governmental activities, services and functions previously handled by individual municipalities are now handled by the county. Among these are real property assessment and valuation, health and welfare, most water and sewers, traffic engineering, public libraries, public transportation, public housing, urban renewal, seaport, airport, regional parks and air and water pollution control. In addition to these, Miami-Dade County provides services to the unincorporated areas of the county such as: police and fire protection, building and zoning regulation, trash and garbage collection and disposal, parks and recreation, consumer protection and corrections and rehabilitation of adults and youth offenders.

**Economic Base**

The primary industries that support Miami-Dade County's economy through employment are trade, transportation, and utilities, followed by professional and business services. The most known is tourism, a major industry for Miami-Dade County. Below is the Miami-Dade County Demographics by Trade.



*Source: Florida Legislature Office of Economic and Demographic Research*

A year-round growing season allows the agricultural industry to be the top vegetable supplier and producer in the country. The industry employs more than 20,000 people and produces more than \$2.7 billion in economic benefits each year. Thus, agritourism has sprouted an industry throughout the agricultural area where visitors can sample and purchase locally grown products.

### **Transportation**

*Miami International Airport* (MIA) and its linkages are the driving force for growth behind its surrounding area. Airport traffic in 2017 included over 44 million passengers, over 2 million tons of freight, and over 2 million tons of cargo. Other airports within the county, for general aviation, include Kendall-Tamiami Airport and Opa-locka Executive Airport. The aviation industry directly and indirectly contributes \$30.9 billion and 270,681 jobs to the local economy.

*PortMiami* had its strongest year ever in fiscal year 2018, with both its cargo and cruise lines operations experiencing record growth. Cruise visitors increased 4.7 percent, with the total number of visitors eclipsing 5.5 million. Moreover, containerized cargo movements rose 5.8 percent to reach 1,084,000 twenty-foot equivalent units (TEUs). The port propels more than \$41 billion dollars in economic activity throughout Miami-Dade County and the State of Florida and helps provide direct and indirect employment for more than 320,000 individuals. PortMiami officials attributed the growth to several factors, such as the \$1 billion worth of capital infrastructure projects that allows the port to house larger cargo vessels. The Deep Dredge Project, completed in 2015, increased the channel depth to 50+/- feet, to accommodate super cargo ships. There is a two-way underwater tunnel between the port and downtown Miami.

Within Miami-Dade County, major roads include the *Palmetto Expressway* (State Road No. 826), a major north/south expressway; the *Dolphin Expressway* (State Road No. 836), a major east/west expressway; *Interstate 95* and the *Florida Turnpike*. These represent Miami's expressway network and make almost any destination in Miami-Dade County within 30 to 45 minutes driving time.

Transportation systems include a Busway in south Miami-Dade County linking to Metrorail. Metrorail is an elevated rail rapid transit system connecting portions of Miami-Dade County. In July 2012, a new Metrorail station at MIA links south Miami-Dade County, downtown Miami, and the entire elevated rail line. Moreover, in August 2018, Miami-Dade's transportation board approved the county's first "rapid-transit" bus system, using dedicated lanes with stations and vehicles designed to mimic the convenience of rail service. The project would create a 20-mile system connecting the Dadeland South Metrorail station to the southernmost portion of Miami-Dade County, being Florida City. This will enable seamless connections to the Metromover systems and to a web of transportation arteries in neighboring counties to the north, leading to the rest of Florida.

Brightline, the country's only privately owned and operated passenger railroad, officially arrived to MiamiCentral (Downtown Miami) in May 2018. Brightline is an express intercity higher-speed rail system that connects the Tri-County area of Miami-Dade, Broward, and Palm Beach. Most of MiamiCentral, which spans six city blocks, remains under construction, with plans to develop a hub of commercial, residential and office space. Plans to expand rail service north to Orlando and west to Tampa are underway.

The Miami Intermodal Center (MIC) links the airport, East/West Rail, Amtrak, Tri-Rail, Airport/Seaport Connector and Metrorail mainline rail. Located near the State Road No. 836/State Road 112 Connector. It presently contains the bulk of the rental car agencies which serve MIA. East



of the airport adjacent to the MIC, has plans for hotel, retail, commercial, residential, and tourist-designed developments.

The Metromover automated people mover system is in downtown Miami and is an off shoot of the Metrorail system. There are also Metrobus buses, most of which are in service daily throughout the county. The Metromover system includes the Brickell Avenue financial district and runs north to the Omni area. Other transportation services in Miami-Dade County include Tri-Rail, railroads, and taxicabs. Railroad service by Amtrak is accessible in northwest Miami-Dade County. Tri-Rail is South Florida's commuter train system which services Miami-Dade, Broward, and Palm Beach Counties.

### **Education**

Based upon student population, the Miami-Dade County School system is the fourth largest public-school system in the nation with 392 schools, 345,000 students and over 40,000 employees. A truly global community, district students speak 56 different languages and represent 160 countries.

Several colleges and universities located in the county include the University of Miami, Barry University, Florida International University, Miami-Dade College, St. Thomas University, Florida Memorial College and Johnson & Wales University.

### **Medical**

Miami-Dade County has the largest concentration of medical facilities in Florida. The largest institution is Jackson Memorial Medical Center, the second largest public hospital in the nation which shares many teaching, treatment, and research capacities with the University of Miami. Private hospitals include Baptist Health System, Mercy, Nicklaus Children's, and Mount Sinai.

### **Sports**

Professional, college and even local neighborhood sports draw spectators and participants creating a positive atmosphere. The professional sports: football (Miami Dolphins), basketball (Miami Heat), baseball (Miami Marlins) and ice hockey (Florida Panthers) are continual draws; and Major League Soccer plans to bring back a professional soccer team (Inter Miami). There are two horse tracks and a dog track. Several of these tracks are approved for slot gambling or table gambling, depending upon location in a municipality, or Indian reservation. Also offered are golf, tennis, as well as the numerous water sports.

### **Arts and Culture**

Known for the wealth of ethnic diversity and heritage, Miami-Dade County has a cultural mix of festivals, concerts, theater, and dance performances. Adrienne Arsht for the Performing Arts of Miami-Dade County opened in 2006 and is home to the Concert Association of Florida, Florida Grand Opera, Miami City Ballet, and the New World Symphony. The county is also home to several museums and wildlife attractions.

### **Summary**

During its history, Miami-Dade County and the Greater Miami area have experienced significant changes and growth. Trends indicate that growth will continue with Miami-Dade County having become an international city with a diverse culture. The economic base and the bilingual population will continue to attract new residents and businesses into the area.

**RESOLUTION NO. PHT 10/2021 – 052**

**RESOLUTION DIRECTING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO SEEK BOARD OF COUNTY COMMISSIONERS' AUTHORIZATION FOR THE COUNTY MAYOR TO EXECUTE, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, A GROUND LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST, AND RONALD MCDONALD HOUSE CHARITIES OF SOUTH FLORIDA INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR AN INITIAL TERM OF FIFTY (50) YEARS PLUS TWO (2), TWENTY (20) YEAR RENEWAL TERMS FOR THE PURPOSE OF DEVELOPING AND OPERATING A NEW RONALD MCDONALD HOUSE ON COUNTY-OWNED PROPERTY LOCATED ON A PORTION OF FOLIO NO. 10-3135-104-0010, AND TO SEEK SUCH OTHER AUTHORIZATIONS AS NECESSARY TO EFFECTUATE THE LEASE TRANSACTION; AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO ADDITIONALLY SEEK AUTHORIZATION FOR THE PUBLIC HEALTH TRUST TO MANAGE AND ADMINISTER THE TERMS OF THE GROUND LEASE ON BEHALF OF MIAMI-DADE COUNTY; AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO EXECUTE SAID GROUND LEASE AGREEMENT ON BEHALF OF THE PUBLIC HEALTH TRUST AND TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN**

*(Rosa Costanzo, Senior Vice President, Strategic Sourcing and Supply Chain Management and Chief Procurement Officer, Jackson Health System)*

WHEREAS, the Public Health Trust of Miami-Dade County, Florida ("Trust") operates, governs and maintains the Jackson Memorial Medical Center and other "designated facilities" as such term is defined in Chapter 154, Part II of the Florida Statutes, as amended, and Chapter 25A of the Code of Miami-Dade County, Florida ("Code"); and

WHEREAS, the Ronald McDonald House Charities of South Florida, Inc. ("Tenant"), is a Florida not-for-profit corporation whose mission is to create, find, and support programs that directly improve the health and well-being of children and their families; and

-Page 2-

WHEREAS, the Code provides that while the Trust shall have possession and operating control of real property within the meaning of "designated facilities," title to such real property is vested in Miami-Dade County ("County"), and as such, the Trust lacks authority to enter into ground leases; and

WHEREAS, pursuant to an existing ground lease, Tenant currently operates a Ronald McDonald House located at 1145 NW 14<sup>th</sup> Terrace, Miami, Florida, for the purpose of providing temporary housing for the families of children undergoing treatment for serious illness, injuries or disabilities at nearby hospitals; and

WHEREAS, the Tenant seeks to construct a newer, larger facility in close proximity to the Jackson Memorial Hospital and has identified a County-owned parcel of real property consisting of a portion of Folio No. 10-3135-104-0010 as suitable for the new facility; and

WHEREAS, in furtherance of Tenant's charitable mission and the Trust's dedication to serving the needs of sick and injured children and their families, the Tenant and the Trust desire to enter into a ground lease in support of the development of a new Ronald McDonald House in close proximity to Jackson Memorial Hospital; and

WHEREAS, the real property is not needed for Trust purposes; and

WHEREAS, the Chief Executive Officer of the Trust, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution, to accomplish the purposes outlined in the accompanying memorandum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board directs the Chief Executive Officer or his designee to seek Board of County Commissioners' authorization for the County Mayor to execute, pursuant to Section 125.38, Florida Statutes, a ground lease agreement between Miami-Dade County, the Public Health Trust of Miami-Dade County, and Ronald McDonald House Charities of South Florida Inc., a Florida not-for-profit corporation, for an initial term of fifty (50) years and

-Page 3-

two (2), twenty (20) year renewal terms, for the purpose of developing and operating a new Ronald McDonald House on County-owned property located on a portion of Folio No. 10-3135-104-0010, and to seek such other authorizations from the Board of County Commissioners as necessary for the Trust to effectuate the transaction with Tenant, including the conveyance of easements necessary for Tenant's use of the property.

Section 3. This Board also authorizes the Chief Executive Officer or his designee to seek from the Board of County Commissioners a delegation of authority to the Trust to manage and administer the terms of the ground lease on behalf of the County, including authority to consent to routine lease transactions and instruments, amendments, and subleases, such authority being subject to the terms of the ground lease.

Section 4. The Board further authorizes the Chief Executive Officer or his designee to execute said ground lease agreement upon approval by the Board of County Commissioners, to take all necessary action to effectuate same, and to exercise any and all rights conferred therein.

**Agenda Item 11.c.  
Public Health Trust Board of Trustees  
October 26, 2021**

-Page 4-

The foregoing resolution was offered by Carmen M. Sabater and the motion was seconded by Laurie Weiss Nuell as follows:

Antonio L. Argiz

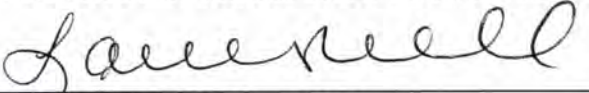
**Absent To avoid a possible conflict regarding agenda item 11.c. (Ground Lease Agreement with Ronald McDonald House Charities of South Florida, Inc.), Antonio L. Argiz excused himself from the room and did not vote on the item.**

William J. Heffernan  
Amadeo Lopez-Castro, III  
Laurie Weiss Nuell  
Walter T. Richardson  
Anthony Rodriguez  
Carmen M. Sabater

Aye  
Aye  
Aye  
Aye  
Absent  
Aye

The Chairperson thereupon declared the resolution as duly passed and adopted this 26<sup>th</sup> day of October 2021.

**PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA**

BY:   
Laurie Weiss Nuell, Secretary

Approved by the Miami-Dade County Attorney's Office as to form and legal sufficiency 



**TO:** William J. Heffernan, Chairman  
and Members, Public Health Trust Board of Trustees

**FROM:** Rosa Costanzo, Senior Vice President  
Strategic Sourcing and Supply Chain Management  
and Chief Procurement Officer

**DATE:** October 26, 2021

**RE:** Ground Lease Agreement for New Ronald McDonald House on Jackson Memorial Campus

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**Recommendation**

Staff recommends that the Public Health Trust Board of Trustees direct the President to seek Board of County Commissioner authorization for the execution of a ground lease agreement (Agreement) between Miami-Dade County, the Public Health Trust, and Ronald McDonald House Charities of South Florida, Inc. (Tenant) for the development and operation of a new seven-story Ronald McDonald House on Jackson Memorial Campus (Facility).

**Scope**

The Agreement would be for an initial term of fifty (50) years, with two, twenty (20) year option to renew terms.

**Fiscal Impact**

Pursuant to the terms of the Agreement, Tenant is responsible for any and all costs associated with the development (estimated to be between \$10-13 million) and operation of the Facility. Tenant shall pay a nominal rent (\$1.00/year) for the term of the Agreement. Staff obtained an independent appraisal of the subject property and the estimated property value is \$1,570,000, with annual market rent estimated to be \$94,200.

**Track Record/Monitor**

Dan Chatlos, Director, Real Estate Services, would track and monitor the Agreement.

**Background**

The Tenant currently operates a Ronald McDonald House located at 1145 NW 14<sup>th</sup> Terrace on Jackson Memorial Campus for the purposes of providing temporary housing for the families of children undergoing treatment for serious illness, injuries or disabilities at nearby hospitals. In order to expand and enhance the services provided to the community, Tenant desires to construct a larger, state-of-the-art facility on a County-owned property consisting of a portion of Folio No. 10-3135-104-0010 and more specifically identified in Attachment 1. Upon completion, the Facility is projected to include 48 hotel suites with an additional 12 suites for future buildout, commercial and family kitchens, a business center, multi-purpose rooms, and other family friendly amenities.

Pursuant to the terms of the proposed Agreement, the Tenant's design and construction plans for the Facility are subject to the advance written approval of the Trust. The Tenant is also required to receive all necessary permits within two (2) years and to substantially complete construction of the Facility within four (4) years, provided that the Tenant may request up to two (2), six-month extensions. In the event that the Tenant does not meet the aforementioned milestones, the Trust may terminate the Agreement. The final terms of the Agreement are subject to review and approval by the Board of County Commissioners.

Accordingly, the Board's approval of this resolution is recommended to direct the President to seek Board of County Commissioner authorization for the County Mayor to execute the Agreement, to authorize the President to execute said agreement upon approval by the Board of County Commissioners, and to take any other action required to effectuate the same and to exercise any and all rights conferred therein.

**This instrument prepared by, and to be returned to:**  
Public Health Trust of Miami-Dade County, Florida  
1500 Northwest 12th Avenue, Suite 816  
Miami, FL 33136-1037  
Attention: Dan Chatlos, Director, Real Estate Services

**Under the direction of:**  
Kevin Marker, Assistant County Attorney

**Folio Numbers:** 01-3135-104-0010  
**User Department:** PUBLIC HEALTH TRUST

**Space Above This Line For Recording Data**

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**RONALD MCDONALD HOUSE AT JACKSON MEMORIAL HOSPITAL  
GROUND LEASE AGREEMENT**

This **RONALD MCDONALD HOUSE AT JACKSON MEMORIAL HOSPITAL GROUND LEASE AGREEMENT** ("Agreement") is entered this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ ("Effective Date"), by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), **RONALD MCDONALD HOUSE CHARITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation ("Lessee") and, for purposes of joining this Agreement to acknowledge its obligations herein, the **PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA**, an agency and instrumentality of Miami-Dade County, Florida ("Trust") and, together with the County and Lessee, the "Parties").

**RECITALS**

**WHEREAS**, the Lessee operates the Ronald McDonald House, located at 1145 Northwest 14th Terrace, Miami, Florida, which provides temporary housing for the families of children undergoing treatment for serious illnesses, injuries or disabilities at nearby hospitals or rehabilitation centers, pursuant to its license agreement with the McDonald's Corporation; and

**WHEREAS**, the Lessee seeks to construct a newer, larger facility in close proximity to the Jackson Memorial Medical Center; and

**WHEREAS**, the Parties have identified that certain County-owned parcel of real property, consisting of a vacant parcel of land, located on a portion of Folio No. 01-3135-104-0010 in the county of Miami-Dade, state of Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof ("Premises"), as an ideal site for a new Ronald McDonald House facility; and



**WHEREAS**, the Lessee desires to enter into a ground lease with the County for the use and development of the Premises for public or community interest and welfare; and

**WHEREAS**, the Lessee is organized as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is organized for the purpose of promoting community interest and welfare; and

**WHEREAS**, the County has determined that it does not have a need to utilize or otherwise occupy the vacant parcel of land; and

**WHEREAS**, the County, pursuant to Section 125.38, Florida Statutes, finds that the Lessee requires the vacant land to benefit the public or community interest purposes, and the vacant land is not otherwise needed for the County's purposes, and that a lease regarding the vacant land to the Lessee would promote public or community interest and welfare; and

**WHEREAS**, the County has agreed to lease the Premises to the Lessee pursuant to the provisions of Section 125.38, Florida Statutes, as amended, and pursuant to the terms of this Agreement; and

**WHEREAS**, the Premises is operated, governed and maintained by the Trust as a designated facility, as such term is defined in Section 154.08, Florida Statutes, as amended, and Section 25A-2 of the Code of Miami-Dade County, Florida; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenant set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, the Lessee, and the Trust agree as follows:

#### **ARTICLE I: INCORPORATION, EXHIBITS & DEFINITIONS**

1.1 Recitals. The Recitals set forth above are true and correct and are made a part of this Agreement.

1.2 Exhibits. The following exhibits shall form a part of this Agreement and are incorporated herein:

- Exhibit "A" The Premises
- Exhibit "B" Insurance Requirements
- Exhibit "C" Development Rider
- Exhibit "C-1" Conceptual Site Plan

Exhibit "C-2" Preliminary Schedule

Exhibit "D" Art in Public Places Procedures Manual

1.3 Definitions. Any word contained in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in that context. More specifically, however, for purposes of this Agreement, the following words shall have the meanings ascribed to them in this section.

1.3.1 "ADA" shall have the meaning ascribed to it in Section 5.8.

1.3.2 "Additional Term" shall have the meaning ascribed to it in Section 2.3.

1.3.3 "Agreement" shall have the meaning ascribed to it in the Preamble.

1.3.4 "APP" shall have the meaning ascribed to it in Section 12.5.1.

1.3.5 "Award" shall have the meaning ascribed to it in Section 9.3.1.

1.3.6 "Bond" shall have the meaning ascribed to in Section 8.8.

1.3.7 "Capital Improvements" shall mean the addition of a permanent structural change or the restoration of a property that will either enhance the property's overall value, increase its useful life, or adapt it to new uses.

1.3.8 "Competing Entity" shall have the meaning ascribed to it in Section 5.4.

1.3.9 "Completion Deadline" shall mean the date established in accordance with Section 2.2.1 for the Substantial Completion of the construction of the Improvements.

1.3.10 "County Code" shall mean the Code of Miami-Dade County, Florida.

1.3.11 "County" shall have the meaning ascribed to it in the Preamble.

1.3.12 "Cultural Affairs" shall have the meaning ascribed to it in Section 12.5.1.

1.3.13 Intentionally omitted.

1.3.14 "Effective Date" shall have the meaning ascribed to it in the Preamble.

1.3.15 "Enabling Legislation" shall mean the requirements of Section 125.35, Florida Statutes, as amended, Section 125.38, Florida Statutes, as amended; Section 154.11(1)(f), Florida Statutes, as amended; and applicable resolutions of the Board of County Commissioners of the Miami-Dade County, Florida, including without limitation resolutions R-461-13 and R-1000-14.

1.3.16 "Event of Default" shall have the meaning ascribed to it in Section 10.1.

1.3.17 "Existing Lease" shall refer to the Lease Agreement dated June 21, 1979, between the Trust and Ronald McDonald House of South Florida, Inc., as such Existing Lease has been amended from time to time.

1.3.18 "Federal Bankruptcy Code" shall mean Title 11 of the United States Code, entitled "Bankruptcy," as amended, together with all regulations promulgated thereunder.

1.3.19 "Federal Health Care Program" shall have the meaning ascribed to it in Section 1128B of the Social Security Act [42 USC § 1320a-7b(f)], as amended, which includes Medicare, Medicaid, and any other health care program that is operated by or financed in whole or in part by any Government Authority.

1.3.20 "Force Majeure" shall mean when the Lessee and/or the County or Trust shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Agreement when prevented from doing so by cause or causes beyond the Lessee or County/Trust's control, excluding financial ability or filing of bankruptcy, but which shall include labor disputes, governmental regulations or controls enacted after the Effective Date, fire or other casualty, acts of God, war, or other extraordinary cause completely outside the control of Lessee or the County/Trust. Force Majeure shall in no event encompass weather conditions typical to those encountered in Miami-Dade County (except if such weather conditions result in the issuance of an emergency declaration encompassing the Premises by federal, state, or local authorities) or delays attributable to necessary regulatory approvals (e.g., building permits), unless separately attributable to one of the foregoing. However, in order for a party to claim or otherwise take advantage of force majeure, such party must first notify the other party in writing of the force majeure event, not later than 10 calendar days after the commencement of the force majeure event. Further, the Lessee or the County, as applicable, shall only be entitled to an extension of time equal to the exact same period of the force majeure delay to complete its duty to perform under the terms and conditions of this Agreement.

1.3.21 "Government Authority" shall mean any federal, state, county, municipal or other government department, entity, authority, commission, board, bureau, court, agency, or any instrumentality thereof, having jurisdiction over the Premises or the activities conducted therein, the Lease, this Agreement, or the Parties.

1.3.22 "Hazardous Materials Laws" shall mean all applicable requirements of federal, state and local environmental, public health and safety laws, regulations, orders, permits, licenses, approvals, ordinances and directives, including but not limited to, all applicable requirements of: the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water

Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Health and Safety Act; the Toxic Substances Control Act; the Pollutant Discharge Prevention and Control Act; the Water Resources Restoration and Preservation Act; the Florida Air and Water Pollution Control Act; the Florida Safe Drinking Water Act; and the Florida Environmental Reorganization Act of 1975.

1.3.23 "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and wastes, including infectious waste, medical waste and potentially infectious biomedical waste, which are or later become regulated by any local government authority or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" under any Hazardous Materials Laws.

1.3.24 "Imposition" shall mean all assessments, fees, charges and levies properly levied against the Premises, the leasehold improvements, the leasehold estate, or any sub-leasehold estate by a Government Authority, including without limitation, excises, impact fees, license and permit fees, levies, charges and taxes (including ad valorem real estate taxes on Premises and on the leasehold improvements, whether installed by the Lessee or by the County or the Trust on the Lessee's behalf), and personal property taxes, sales taxes, and fire fees of any kind now or hereafter enacted that are imposed related to the Lessee's use of the Premises, whether general or special, ordinary or extraordinary, foreseen or unforeseen.

1.3.25 "Improvements" shall mean such infrastructure, hardscaping, landscaping, parking areas, facilities, amenities, and any related installation, fixtures, equipment, utilities, site work, and other improvements to be developed on, about or below the Premises.

1.3.26 "Indemnitees" shall have the meaning ascribed to it in Section 8.5.

1.3.27 "Insurance Requirements" shall have the meaning scribed to in Section 8.1.

1.3.28 "IPSIG" shall have the meaning ascribed to it in Section 6.4.

1.3.29 "Lease End Date" shall have the meaning ascribed to it in Section 2.1.

1.3.30 "Lease Start Date" shall mean the date this Agreement shall be signed by the County, upon approval by its Board of County Commissioners and the expiration or waiver of its mayor's ten (10) day veto period.

1.3.31 Reserved.

1.3.32 Reserved.

1.3.33 "Lessee's Termination Notice" shall have the meaning ascribed to it in Section 2.2.2.

1.3.34 "Lessee Representatives" shall have the meaning ascribed to it in Section 5.6.

1.3.35 "Lessee" shall have the meaning ascribed to it in the Preamble.

1.3.36 "Liabilities" shall have the meaning ascribed to it in Section 8.5.

1.3.37 "Manual" shall have the meaning ascribed to it in Section 12.5.1.

1.3.38 "Market Rent" shall have the meaning ascribed to it in Section 2.4.1.

1.3.39 "Medical Center" shall mean the Jackson Memorial Medical Center, generally described as: All of Tract "A" of JACKSON MEMORIAL MEDICAL CENTER, according to the plat thereof, as recorded in Plat Book 174, at Page 58, of the Public Records of Miami-Dade County, Florida, and all Trust-designated facilities within 1,000 feet thereof.

1.3.40 "Notice Recipient" shall have the meaning ascribed to it in Section 5.6.

1.3.41 "Notifying Party" shall have the meaning ascribed to it in Section 5.6.

1.3.42 "Parties" shall have the meaning ascribed to it in the Preamble.

1.3.43 "Permitted Use" shall have the meaning ascribed to it in Section 5.1.

1.3.44 "Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, government unit or other entity.

1.3.45 "Premises" shall have the meaning ascribed to it in the Recitals.

1.3.46 "Prohibited Use" shall have the meaning ascribed to it in Section 5.3.

1.3.47 "Regulatory Event" shall have the meaning ascribed to it in Section 6.2.

1.3.48 "Rent" shall have the meaning ascribed to it in Section 4.1.

1.3.49 "Restricted Entity" shall mean (a) any Person named by any executive order of the United States Department of Treasury as a terrorist; (b) any Person listed on the "Specially Designated National and Blocked Person" List, as amended from time to time, published by the Office of Foreign Assets Control; (c) other banned or blocked Person, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; (d) any Person so prohibited under Section 287.135, Florida Statutes, as amended, that

shall: (i) be listed on the Scrutinized Companies that Boycott Israel List, (ii) be listed on the Scrutinized Companies with Activities in Sudan List, (iii) be listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (iv) engage in business operations in Cuba or Syria.

1.3.50 "SBD/ISD" shall have the meaning ascribed to it in Exhibit D.

1.3.51 "Service Contracts" shall have the meaning ascribed to it in Section 7.4.1.

1.3.52 "Structure" shall mean load-bearing walls, roof, exterior walls, support beams, foundation, window frames, floor slabs and support columns of the Improvements.

1.3.53 "Substantial Completion" or "Substantially Complete" (or any variation thereof) shall mean the day of completion of the final portion of the Improvements upon which Lessee receives a temporary certificate of occupancy or certificate of occupancy for the Improvements such that the entire Premises can be used for its intended purpose.

1.3.54 "Taking" shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose.

1.3.55 "Term" shall have the meaning ascribed to it in Section 2.1.

1.3.56 "Termination Damages" shall have the meaning ascribed to it in Section 10.4.

1.3.57 "Total Taking" shall have the meaning ascribed to it in Section 9.3.2.

1.3.58 "Trust" shall have the meaning ascribed to it in the Preamble.

1.3.59 "Receipt" shall have the meaning ascribed to it in Section 13.1.

## **ARTICLE II: TERM**

2.1 Term. The initial term of this Agreement shall commence on the Lease Start Date and shall terminate on the date fifty (50) years following the Lease Start Date ("Lease End Date"), unless sooner terminated pursuant to any applicable provision of this Agreement ("Term").

2.2 Termination. This Agreement shall terminate on the Lease End Date and the Lessee hereby waives notice to vacate or quit the Premises and agrees that the County shall be entitled to the benefit of any and all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. The Lessee hereby agrees that if it fails to surrender the Premises at the end of the Term, the Lessee shall be liable to the County and the Trust for any and all damages which the County, or the Trust,

or both, shall suffer by reason thereof, and the Lessee shall indemnify the County and the Trust against all claims and demands made by any succeeding lessee.

2.2.1 Special Termination. Notwithstanding any other provision of this Agreement to the contrary, but at all times subject to Force Majeure, should the Lessee fail to substantially complete the construction of the Improvements within forty-eight (48) months from the Lease Start Date (as evidenced by a temporary certificate of occupancy or an equivalent document to be determined in County's reasonable discretion), such failure shall be an Event of Default subject to the County's rights and remedies under Article X of this Lease. Additionally, but at all times subject to Force Majeure, should the Lessee fail to obtain all permits necessary to commence construction within twenty-four (24) months of the Lease Start Date, such failure shall be an Event of Default. In the event of a termination of this Agreement because of the foregoing, subject to Article X of the Lease, the Premises, including all improvements thereon, shall immediately revert to the County at no cost or expense to the County. Additionally, upon such termination, the Lessee, at the County's sole and exclusive option, shall have the obligation to: (A) (i) restore the Premises to the condition existing at the Lease Start Date and/or (ii) assign to the County any contracts pertaining to the design and construction of the Improvements and, additionally, (B) if the termination under this section occurs after the commencement of the Improvements, to complete the Improvements unless the cost of restoring the Premises to the condition existing of the Lease Start Date is less than the cost of completing the Improvements. Notwithstanding the foregoing, the Lessee may request in writing up to two (2), six-month extensions of the deadlines referenced in this Section provided that the Lessee is diligently pursuing the permits and/or construction of the Improvements and is not in default of any material obligation in this Agreement. Each extension request shall comply with Section 13.1 of this Agreement and approval of each extension shall be at the County's reasonable discretion.

2.2.2 Termination by Lessee. Prior to the commencement of the Improvements, including any sitework requiring the attainment of building permits, the Lessee, shall have the right to cancel this Agreement at any time by giving the County at least thirty (30) days prior written notice after it has received notification that it will not receive the necessary financing to timely proceed with the Project.

Lessee shall also have the right to terminate this Agreement:

- (i) if the Premises are damaged or destroyed and thereby rendered unfit for its intended purpose, or if necessary repairs are not economically feasible, provided Lessee gives the County written notice ("Lessee's Casualty Notice") of its election to terminate this Agreement. Should Lessee elect to terminate this Agreement as aforesaid, unless the County agrees to an earlier date, this Agreement shall remain in effect for 180 days following receipt of Lessee's Casualty Notice, and Lessee shall remain fully responsible

for any and all costs, fees, expenses, and invoices incurred prior to the termination date, and (subject to the following sentence) on the termination date all Improvements shall revert to the County at no cost or expense to the County or Trust, with Lessee retaining (subject to the obligation to demolish and restore as set forth herein) any insurance proceeds relating to any damage to the Improvements from the coverage obtained by the Lessee in accordance with Article VIII of this Lease, but Lessee remaining obligated to demolish same and reasonably restore the Premises, regardless of whether the insurance proceeds are sufficient to cover same. Lessee shall provide written notice to the County of its intent to remove any personal property within the Premises, and if the County and Trust provides its consent to remove such personal property, such consent not to be unreasonably withheld, delayed or qualified, and the Lessee fails to do so, then after thirty (30) days of such termination, the remaining personal property shall be deemed to be abandoned and shall revert to the County and the County may dispose of same in the manner it elects, without any compensation, remuneration or reimbursement to the Lessee or any other owner or person with an interest in such property, and the County shall have the right to recover all costs and expenses for the removal of same. If Lessee does not elect to terminate the Lease as aforesaid, this Lease shall remain in full force and effect; or

- (ii) ninety (90) days following the Lessee's issuance of a written notice to the County demanding that the County cure the event of a non-performance by the County or Trust of any covenant or agreement herein, unless the County has commenced the curing of the default within that 90-day period. To the extent the Lessee desires to terminate under the foregoing sentence, the Lessee shall be required to issue a separate written notice of termination, specifying the effective date of the termination which shall in no event occur later than thirty (30) days following the expiration of the cure period ("Lessee's Termination Notice"). Should Lessee elect to terminate this Agreement as aforesaid, Lessee may remove its personal property before the termination date specified in the Lessee's Termination Notice, and any property remaining after that date shall be deemed to be abandoned and shall revert to the County and the County may dispose of same in the manner it elects, without any compensation, remuneration or reimbursement to the Lessee or any other owner or person with an interest in such property, and without any cost to Lessee. If Lessee does not elect to terminate the Lease as aforesaid, this Lease shall remain in full force and effect.

2.3 Option to Extend. Provided that (a) no Event of Default has occurred and is then continuing and (b) Lessee originally named herein or any permitted successor or assignee remains in possession of and continues to operate in the entire Premises throughout the Term, Lessee shall have the option to extend the Term for up to two (2) consecutive periods of twenty (20) years each (each an "Additional Term"), with an adjusted Lease End Date being at the end of the 31st day of



December for each such Additional Term. Each Additional Term shall be upon the same terms and conditions contained in the Agreement, except Lessee shall not have any further option to extend the Term after the end of the two Additional Terms. Lessee shall exercise each such option by delivering to the Trust at any time on or after January 1, 2070, but no later than April 30, 2071 (and such corresponding dates for each of the second Additional Term), written notice of Lessee's desire to extend the Term. Lessee's failure to properly exercise such option shall be deemed a waiver of such option. Time is of the essence in Lessee's notice of intent to exercise any option to extend the Term set forth herein. There shall be no other right, option, grant or power to extend the Expiration Date or renew the Term.

2.4 Holdover. If the Lessee shall be in possession of the Premises after the expiration, or sooner termination, of this Agreement, the tenancy under this Agreement shall become a tenancy at sufferance, on a month-to-month basis, terminable by either Party upon notice thereof, Receipt of which shall occur no later than thirty (30) days prior to termination, and shall be subject to all terms and conditions contained in this Agreement as though the Term had been extended from month to month. Such holding over shall not be deemed to operate as a renewal or extension of this Agreement, and nothing herein shall be interpreted to permit the Lessee to retain possession of the Premises after the Lease End Date or sooner termination of this Agreement.

2.4.1 Holdover Rent. Notwithstanding the provisions of Section 2.4 to contrary, Lessee covenants to pay the then market rent, meaning that rental rate that the County could normally obtain if the County elected to rent the Premises to a third party, which assessment contemplates an arms' length transaction ("Market Rent"). Market Rent shall be determined by an independent appraiser selected by the County, who shall appraise the Premises in its then current condition without reduction for Improvements made by the Lessee to the Premises. The provisions of this Section 2.4.1 shall survive the expiration or sooner termination of this Agreement.

2.5 Effect on Existing Lease. Upon the substantial completion of the Improvements and the commencement of Lessee's operations at the Premises, and notwithstanding any additional time that may remain in the term of the Existing Lease, the Parties shall mutually terminate the Existing Lease, and Lessee shall return the premises that are the subject of the Existing Lease to the County or Trust in accordance with Section 14 of the Existing Lease.

### **ARTICLE III: THE PREMISES**

3.1 Agreement. The County hereby leases to Lessee, and Lessee hereby leases from the County, the Premises, subject to (i) any and all existing encumbrances and other matters of record; and (ii) the terms and conditions of this Agreement. The Premises are leased with the nonexclusive right of Lessee (and all persons claiming under Lessee, including Lessee's employees, vendors, guests and other invitees) to use (i) free of charge, for vehicular and pedestrian

ingress and egress to and from the Premises, all driveways, sidewalks, ramps, roadways, driveways, curbs, curbcuts and all similar facilities and areas (or portions thereof) located adjacent to or in proximity of the Premises, as the same may exist from time to time, (ii) the Provided Parking (defined below), and (iii) free of charge, the existing stormwater drainage system serving the Premises and adjacent lands owned or controlled by the County and/or the Trust.

3.1.1 Parking. The Lessee, its employees and its guests shall have the right, at the sole cost of Lessee and/or its guests, as applicable, to the non-exclusive use of up to 80 parking spaces (collectively, the "Provided Parking") located at parking facilities owned or operated by the County and/or the Trust in reasonable proximity to the Premises and available to the public and Lessee on a first come, first served basis.

3.2 Condition of Premises. Notwithstanding any other provision to the contrary herein, Lessee has inspected the Premises and accepts the same in its present "as is, where is" condition. Lessee agrees that County and Trust have made no representation, warranty or inducement respecting the condition of the Premises to Lessee or its fitness for any particular purpose. Lessee's taking possession or occupying the whole or a portion of the Premises shall be deemed conclusive evidence of Lessee's acceptance of the Premises in satisfactory condition and in full compliance with all covenants and obligations of County, if any, in connection therewith.

3.2.1 Environmental Assessments. Lessee agrees that the Premises currently consists of a vacant parcel of land, and hereby accepts full responsibility to undertake any and all environmental assessments on or about the Premises and, if necessary, to remediate (as determined by any and all federal, state, and local law or regulation) the Premises, at no cost to the County or the Trust, to a level or amount that will allow for the use of the Premises, including the construction or installation of any and all structure(s), subterranean or otherwise, or any other Improvement made in connection with the Permitted Use.

3.3 Quiet Enjoyment. Lessee, subject to the terms and conditions of this Agreement; upon payment of annual rent; and upon observing, keeping, performing all of its covenants and obligations under this Agreement, shall lawfully, peacefully and quietly have, hold and enjoy the Premises during the Term hereof without hindrance or ejection by County or any person lawfully claiming under County.

3.4 Easements. Lessee is aware of all easements or other encumbrances on or about the Premises, and shall determine whether any such easement or other encumbrance shall interfere with the Lessee's planned use of the Premises. Lessee agrees that if any easement or other encumbrance shall exist on the Premises that it shall be the Lessee's responsibility to remove or relocate, or cause to be removed or relocated, such easement or other encumbrance, with the prior written approval of the County, which approval shall not be unreasonably withheld, delayed or

qualified, or to design and construct the Improvements in such a manner as to not disturb or otherwise interfere with the easement, or other encumbrance, or both.

3.4.1 Reservation of Easements. Except as otherwise approved by the County pursuant to Section 3.4, the County hereby reserves to itself, its lessees, licensees, invitees, successors and assigns, all necessary and appropriate easements on, over, and under the Premises with respect to any existing (but not new) electric lines, telephone and data communication lines, irrigation lines, drainage lines, sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, syphons, valves, gates, pipelines, cable television service, electronic security systems and all machinery and apparatus appurtenant to all of the foregoing, located on the Premises, which specifically includes the right to use any and all existing easements across, over or under the Premises.

3.5 Right of Entry. In addition to any other right to enter the Premises under this Agreement, the County and its agents shall have the right to enter and pass through the Premises, following reasonable prior written notice (not less than three (3) days, except in the event of emergency), accompanied by a Lessee representative, during business hours on business days or at such other times to minimize interference with Lessee's use (a) to examine the Premises and to show them to actual and prospective superior mortgagees, insurers or prospective purchasers and mortgagees; (b) to make such repairs, alterations, additions and improvements to the Premises, or the County's or Trust's installations and other equipment thereon, and (c) to inspect the Premises and to enforce or carry out any provision of this Agreement.

The County shall be allowed to take all materials into and upon the Premises that may be required in connection therewith, without any liability to Lessee and without any reduction of Lessee's covenants and obligations hereunder, but the County shall use commercially reasonable efforts to minimize interference with the operation of the Lessee's business, and to perform any such entry under this Section 3.5 in a reasonably discreet manner. The Lessee shall permit the County, and its agents, employees and contractors to enter all parts of the Premises (subject at all times to the privacy and confidentiality rights of the guests at the facilities provided under applicable law) during Lessee's business hours, as may be required under this Section 3.5, provided, however, that in the event of an emergency, County may enter the Premises for such purposes at any time, without notice.

#### **ARTICLE IV: RENT & OTHER CHARGES**

4.1 Annual Rent. Lessee covenants and agrees to pay to County as rent under this Agreement an annual rental amount equal to One and No/100 Dollars (\$1.00) as rent per year

during the Term of the Agreement, provided that all other terms and conditions herein are complied with. Rent shall be made payable to:

The Public Health Trust of Miami-Dade County  
Attn: Real Estate Services  
1500 NW 12 Avenue, Suite 816E,  
Miami, Florida 33136

or at such other place, person, or method as the County may from time to time designate in writing, as set forth herein.

4.2 Absolute Net. It is agreed between the Parties that this Agreement is an "Absolute Net Agreement" and that the payments of any rent and of all other payments to the County hereunder are to be absolutely net to the County and that, except as expressly provided to the contrary herein, all costs and expenses of whatever kind, whether general or special, ordinary or extraordinary, that may be necessary in connection with the use, occupancy or operation of the Premises shall be paid by Lessee. All provisions of this Agreement are to be construed in light of the intent that this be an "Absolute Net Agreement."

4.3 Utilities & Other Shared Services. To the extent that electricity, water, gas or other utility or shared service serving the Premises is not separately metered, and the County or Trust provides or shares, or causes to be provided, a utility service or other shared service to Premises Lessee shall pay to County its pro-rata share of actual utility or shared service consumed by the Premises. Notwithstanding the foregoing, the County shall have no obligation to provide utility service or connections to the Premises. Lessee shall, at its sole cost and expense, relocate any existing utility connections located on or under the Premises as required for the construction of the Improvements, provided that if such relocations or connections are not financially feasible for Lessee, then Lessee shall have the option to terminate this Lease upon thirty (30) days written notice. Additionally, for a period of four (4) months from the Lease Start Date, Lessee shall have the right to terminate this Lease if the Lessee determines utility lines or facilities, whether or not disclosed in writing to Lessee, and/or reflected in Lessee's title search of the Premises, and/or indicated on the face of the survey of the Premises obtained by Lessee impact the proposed development of the Property and increase the cost thereof by more than \$50,000.00. Notwithstanding the foregoing, Lessee shall not be permitted to terminate this Lease for the aforementioned reasons after commencement of sitework relating to the Improvements that requires the attainment of a building permit. To the extent the Lease is terminated under this paragraph, the Lessee shall restore the Premises to the condition existing as of the Lease Start Date.

4.4 Taxes & Impositions. Lessee hereby acknowledges and agrees that if at any time during the term of this Agreement, or any renewal thereof, an Imposition is placed, or otherwise

imposed, on the Premises, and/or the Lessee's leasehold interest in the Premises, then the Lessee shall be solely responsible for the payment and satisfaction of any such Imposition. Lessee shall pay, or cause to be paid, all Impositions before they become delinquent (i.e., before any penalty, fine or interest is added to the amount due, but without any requirement that the amount due be paid by any date which will take advantage of any discounts available for early payment). If by law any Imposition is payable or may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid balance of the Imposition), Lessee may pay the same (and any accrued interest on the unpaid balance of the Imposition) in installments, but same shall in all events be paid before they become delinquent. County may require that Lessee's leasehold improvements be separately assessed by the Government Authority.

4.4.1 Proof of Payment. Upon the County's written request, the Lessee shall provide, or caused to be provided, to the County, within thirty (30) days of payment of any tax or Imposition, official receipts of the appropriate Government Authority, photocopies thereof or other proof of payment satisfactory to the County.

4.4.2 Tax Year Adjustments. For a Tax Year in which the Term commences or terminates, the provisions of this Section 4.4 shall apply, but the Lessee's liability for any Imposition or other tax for such year shall be subject to a pro-rata adjustment based upon the number of days of such Tax Year falling within the Term.

4.5 Development Fees. The County and Trust shall not have any liability or responsibility for development fees, impact fees or other similar fees or charges pertaining to or arising out of development of the Premises. Lessee shall pay all such fees or otherwise cause payment by the proper party responsible for payment. The failure to pay said fees when due will constitute an Event of Default hereunder.

## **ARTICLE V: USE**

5.1 Permitted Use. Lessee shall continuously use the Premises for the Permitted Use, subject to the terms and restrictions of this Agreement, and for no other purpose whatsoever. For purposes of this Section 5.1, "Permitted Use" shall mean the construction, operation and maintenance of temporary housing for the families of children undergoing treatment for serious illnesses, injuries, or disabilities at nearby hospitals or rehabilitation centers. All other uses of the Premises shall require the County's prior written approval, to be granted in the County's sole but reasonable discretion.

5.2 Operations. The Lessee shall, at its expense: (a) maintain the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep all construction or installation of any building or structure, activities, or mechanical equipment apparatus free of

vibration and noise which may be transmitted beyond the Premises or which could disturb adjacent landowners or occupiers; (c) comply with and observe all rules and regulations established by the County, the Trust, or both, from time to time which relates to the Lessee's occupancy of the Premises; and (d) conduct its operation in all respects in a dignified manner.

5.2.1 Trash & Odors. The Lessee shall, at its expense: (a) keep any garbage, trash, rubbish, or other refuse in safe containers that do not encourage the existence of vermin; (b) cause to have such garbage, trash, rubbish, or refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (c) comply with all laws, ordinances, rules and regulations of any Government Authority having jurisdiction over the Premises regarding the removal of garbage, trash, rubbish, or refuse from the Premises; and (d) prevent any objectionable odor to emanate or otherwise be dispelled from the Premises.

5.2.2 Landscaping. Lessee shall not plant, install, or otherwise permit any grass, hedge, tree, or plant to grow on the Premises without having first obtained the advance written consent of the County, which consent shall not be unreasonably withheld, delayed, or qualified. Any consent provided hereto shall not be interpreted as compliance with any applicable laws and Lessee acknowledges that Lessee is solely responsible for compliance with applicable law. Lessee further agrees to maintain any and all vegetation which is, now or in the future, on the Premises.

5.2.3 Signage & Advertising. Lessee shall not place, or permit the placement of, any signage or advertisement on or about the Premises without having first obtained (1) all necessary approvals of any Government Authority having jurisdiction over the Premises; and (2) the advance written consent of the County. Approval by the County of any signage or advertisement pursuant to this Section shall not be construed as compliance with the Miami-Dade County Sign Ordinance or other applicable law pertaining to signage or advertisements. Lessee shall be responsible for all costs associated with the installation and maintenance of all signage and advertisements located on the Premises.

5.2.4 Security. The Lessee is solely responsible for securing and maintaining its own security in and around, and for, the Premises. Should the Lessee, at any time and for any reason, believe that security or additional security is needed to protect the Lessee, or any of its invitees, licensees, guests, employees, staff, management, or anyone else, and the personal property belonging to any of the foregoing, or the Premises, then it is understood and agreed that Lessee shall, at its sole cost and expense, hire and maintain such security. The Lessee further acknowledges and agrees that the County and the Trust are not expected to supply, or otherwise provide, any security staff or security equipment to, on, or about the Premises which would be designed to prevent or deter vandalism, theft, burglary, or any other type of criminal activity, or any other type of incident.

5.2.5 County Maintenance. Should the Lessee fail to properly maintain the Premises as required in this Section 5.2 following receipt of written notice of same from the County or Trust and a reasonable period to time to address the issue, the County may elect to clean, remove any trash or rubbish, or otherwise maintain the Premises and, upon such election, the County shall invoice the Lessee the amount of the cost associated with such maintenance, which cost shall be paid immediately by the Lessee, and if the County elects to do so, deem such cost as additional rent under this Agreement.

5.3 Prohibited Uses. Lessee shall not use, or cause to be used, the Premises for any of the following uses ("Prohibited Use") without the express written consent of the County and Trust: (a) a pharmacy; (b) snack bar, cafeteria or restaurant (provided, however, this restriction shall not prohibit Lessee from operating a kitchen in the Premises for the benefit of its guests); (c) ambulatory surgery (for any procedure which either (i) under Florida law, requires the procedure to be performed in a licensed ambulatory surgery center, or (ii) is performed while the patient is under any form of sedation); (d) physical therapy; (e) reference diagnostic radiology; (f) reference diagnostic imaging such as ultrasound, computer assisted tomography scans, magnetic resonance image, PET scans; (g) cardiac or other vascular catheterization; (h) outpatient surgery centers; (i) laboratory services; or (j) other services which duplicate the services offered by or made available by the Trust on a commercial basis.

The County may amend the Prohibited Uses at any time. To the extent the County shall amend the Prohibited Services and such amendment would restrict services which were permitted prior thereto, such nonconforming service would be vested and would continue for as long as that service is not interrupted for a period of thirty (30) consecutive days (subject to Force Majeure, casualty, condemnation, and/or the periodic renovation or refurbishment of the Premises). In the event that there is any disagreement between County and Lessee regarding whether services are Prohibited Services, such disagreement shall be resolved by County in its sole discretion and the same shall be binding on Lessee.

5.4 Competing Entities. Lessee shall not allow any Competing Entity to occupy, use or otherwise exhibit any presence on or about any portion of the Premises in any manner unless approved in advance in writing by County. For purposes of this Section 5.4, a "Competing Entity" shall mean any Person, or an affiliate of such Person (directly or indirectly controls, or is controlled by, or is under common control with, such Person), which, directly or indirectly, owns, operates, controls, manages, or provides consulting services to any: (a) hospital, (b) ambulatory surgical center, (c) diagnostic center, (d) medical center clinic, or (e) facility which provides inpatient, outpatient, or emergency healthcare services or any of the Prohibited Uses.

5.5 Other Restrictions. In addition to any other restriction or Prohibited Use in this Agreement, the Lessee shall not: (a) obstruct any driveway, corridor, walkway, parking area, mall

or any area of the Medical Center outside the Premises, unless it receives prior written approval from the County and Trust; (b) use or permit the use of any loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts for any advertising or marketing use within the Premises, which is in any manner audible or visible outside of the Premises; (c) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or outside the Premises; (d) solicit business in any area of the Medical Center outside the Premises; (e) distribute handbills or other advertising matter in any area of the Medical Center outside the Premises; (f) use any area of the Medical Center outside the Premises for any business, occupation or undertaking; (g) use or permit the use of any portion of the Premises in a manner which will be in violation of law; or (h) use the Premises for any unlawful or illegal business, use or purpose, or for any business, use or purpose which is immoral or disreputable, or which is hazardous, or in such manner as to constitute a nuisance of any kind, or for any purpose in any way in violation of the certificate of occupancy or other similar approvals of applicable Government Authorities.

5.6 Hazardous Materials. The Lessee hereby agrees that the Lessee and its officers, directors, employees, representatives, agents, contractors, and subcontractors (collectively, "Lessee Representatives") shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or transport to or from the Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. Furthermore, the Lessee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other government and regulatory approvals required for the storage or use by the Lessee or any of the Lessee Representatives of any Hazardous Materials in the Premises, including without limitation, discharge of (appropriately treated) materials or waste into or through any sanitary sewer serving the Premises.

The Lessee represents and warrants that the Lessee and the Lessee Representatives shall, at all times during the term of this Agreement, be in compliance with all Hazardous Materials Laws. The Lessee shall indemnify, defend and hold the County, the Trust, and their respective Commissioners, Trustees, medical staff, officers, employees, agencies and instrumentalities, harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys' fees and costs through appeal) arising out of or in connection with any breach of this Section 5.6. This indemnity shall survive the expiration or sooner termination of this Agreement.

Each party hereto (for purposes of this paragraph, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, clean up, removal or other government or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against



the Notifying Party, or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. The Notifying Party shall also supply to the Notice Recipient as promptly as possible, and in any event within five (5) days after the Notifying Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or the Lessee Representatives' use thereof.

The provisions of this Section 5.6 shall survive the expiration or earlier termination of this Agreement.

5.7 No Smoking. There shall be no smoking on or about the Premises. The Lessee acknowledges the Trust's smoke-free policy and the requirements placed upon the Trust by applicable laws of certain Government Authorities and accrediting organizations.

5.8 Accessibility. The Lessee covenants that the Premises shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1991, as amended ("ADA"), and Section 553.48 of the Florida Statutes, as amended.

5.9 Non-Discrimination. The Board of County Commissioners, by Resolution No. 9601 dated March 24, 1964, declared and established as a matter of policy, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any Miami-Dade County property or facility operated or maintained under a lease, license, or other agreement from Miami-Dade County, or its agencies. Additionally, pursuant to Chapter 11A of the County Code, Lessee is prohibited from discriminating on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, veteran status or source of income.

## **ARTICLE VI: APPLICABLE LAWS; SPECIAL COMPLIANCE**

6.1 Legal Compliance. The Lessee shall comply with all applicable laws, ordinances (including zoning ordinances and land-use requirements), rules, regulations and orders of all Government Authorities and any other public or quasi-public authority having jurisdiction over the Premises or the business activities conducted herein, including particularly, but without

limitation, those concerning the use, occupancy and condition of the Premises and all machinery, equipment and furnishings located therein, and of any insurance underwriting board or insurance inspection bureau having or claiming jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by the County to write policies of insurance covering the surrounding property and any business activity conducted therein or therefrom. It is expressly understood that if any present or future law, ordinance, regulation or order requires an occupancy permit for the Premises, the Lessee will obtain such permit at no cost to the County or Trust. The Lessee shall ensure that the Premises are in compliance with all applicable federal, state and local laws and regulations. The County shall not be obligated to obtain any permit, other approval, or otherwise be obligated to alter in any manner the condition of the Premises to accommodate any request by the Lessee for a specific use, occupancy or condition of the Premises.

6.2 Regulatory Events. The Parties acknowledge that legislation or regulations may be enacted, advisory opinions may be issued or other changes in the law or in the interpretation thereof may occur (“Regulatory Event”) which may affect the terms of this Agreement. In the event a Regulatory Event occurs which effectively renders this Agreement (or any provision thereof) unlawful, or otherwise may have a negative impact on the Parties (including, without limitation, a material increase in the financial obligations of the Parties) or subject either Party or its affiliates to liability or penalties or exclusion from participation in government or private health benefit programs, either Party may by written notice initiate a process to amend this Agreement. Such notice shall set forth a description of the Regulatory Event giving rise to the notice; contain documentation from legal counsel to the noticing party describing the Regulatory Event and the consequences or potential consequences of the Regulatory Event; and set forth the noticing party’s intent to amend or, if the adverse consequences of said Regulatory Event are found to be both material to this Agreement and unavoidable, terminate this Agreement. If such notice is given and the parties are unable within thirty (30) days to reach agreement on all terms of an amendment, either party may terminate this Agreement by providing at least fifteen (15) days written notice to the other party.

6.3 State & County Programs. The County has entered into this Agreement according to the authority granted by provisions of the Enabling Legislation. This Agreement, and the tenancy created thereby, shall terminate, without cost to the County or the Trust, if at any time during the Term, the Lessee shall use the Premises in any manner not consistent with the provisions of the Enabling Legislation, it being understood that the Lessee and the Permitted Uses, as defined in this Agreement, are subject to a narrow exception to the general requirements of leasing public lands and facilities, and the Lessee does not immediately cure such violation following receipt of written notice of same from the County.

6.4 Independent Private Sector Inspector General. Pursuant to the Code of Miami-Dade County, Resolution No. R-516-96 of the Board of County Commissioners, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the County has the right to retain the services of an Independent Private Sector Inspector General (“IPSIG”) whenever the County deems it appropriate to do so. Upon written notice from the County, the Lessee shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Lessee’s payments under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this Section 6.4 shall apply to the Lessee, its officers, agents, employees and assigns.

Nothing contained in this Section 6.4 shall impair any independent right of the County to conduct, audit, or investigate the operations, activities and performance of the Lessee in connection with this Agreement. The terms of this Section 6.4 are neither intended nor shall the Lessee construe them to impose any liability on the County.

6.5 County Inspector General. According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General which may, on a random basis, perform audits, inspections, and reviews of all County contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the County under this Contract will be assessed one quarter of one (0.25%) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in this Agreement is federally or state funded where federal or state law or regulations preclude such a charge. The Lessee shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the Lessee’s proposal. The audit cost shall also be included in all change orders and all contract renewals and extensions, if applicable.

The Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the Lessee, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Lessee, the Lessee shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Lessee's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Lease documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The Lessee shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition: (i) if this agreement is completely or partially terminated, the Lessee shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and (ii) the Lessee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this agreement until such appeals, litigation, or claims are finally resolved.

The provisions in this Section 6.5 shall apply to the Lessee, its officers, agents, employees, subcontractors and suppliers. The Lessee shall incorporate the provisions in this Section 6.5 in all subcontracts and all other agreements executed by the Lessee in connection with the performance of this Agreement. Nothing in this Section 6.5 shall impair any independent right of the County to conduct audits or investigative activities. The provisions of this Section 6.5 are neither intended nor shall they be construed to impose any liability on the County by the Lessee or third parties.

Exception: the above application of one quarter of one (0.25%) percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the agreement is approved by the County; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the County may authorize the inclusion of the fee assessment of one-quarter of one (0.25%) percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all the County contracts including, but not limited to, those contracts specifically exempted above.

## ARTICLE VII: THE IMPROVEMENTS

7.1 The Improvements. At no cost to the County or the Trust, the Lessee shall develop, plan and construct the Improvements in accordance with the terms of this Section and the Development Rider attached hereto as Exhibit "C." For the avoidance of doubt, any development obligations of the "Lessee" hereunder may be assumed by the Lessee Property Holdings Entity (as such term is defined in Section 9.1 below).

7.2 Title to Improvements. All Improvements (excluding trade fixtures and apparatus or personal property installed in or located upon the Premises at any time whether by or on behalf of the Lessee or by or on behalf of the County), shall not be removed from the Premises at any time, unless such removal is consented to in advance by the County; and at the expiration, or early termination, of this Agreement, all such Improvements, excluding trade fixtures and apparatus or personal property, shall be deemed to be part of the Premises, shall not be removed by the Lessee when it vacates the Premises, and title thereto shall vest solely in the County without payment of any nature to the Lessee.

7.3 Fixtures. All trade fixtures and apparatus and personal property owned by the Lessee and installed in the Premises shall remain the property of the Lessee and shall be removable at any time, including upon the expiration of the Term, provided that the Lessee shall repair any damage to the Premises caused by the removal of said fixtures and apparatus and personal property and shall restore the Premises to substantially the same condition as existed prior to the removal of said fixtures and apparatus and personal property.

7.3.1 Security Interest. Lessee agrees that in an effort to protect the County in the event Lessee defaults hereunder, Lessee hereby grants to County a security interest in all of the Lessee's fixtures and apparatus, including, but not limited to, all goods, equipment, and supplies belonging to the Lessee which are placed on or about the Premises during the term. Said security interest shall secure all amounts to be paid by Lessee to County hereunder, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys' fees, expert witness fees and court costs.

7.4 Maintenance & Repairs. All repairs to the Premises, the Improvements, or any other installation, equipment or facility therein, shall be made by the Lessee at its expense. In addition to any repair that may be generally required herein, the Lessee will keep the Premises, together with all electrical, plumbing and other mechanical installations therein, in good order and

repair and will make all replacements from time to time required thereto at its expense. Any damage or injury sustained by any person because of mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair shall be the responsibility of the Lessee, shall be paid for by the Lessee, and the Lessee hereby agrees to indemnify and hold harmless the County and the Trust from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys' fees and other professional fees, and any other cost which the County and the Trust might reasonably incur.

7.4.1 Service Contracts. To discharge its obligations under this Agreement, including but not limited to the provision of maintenance, repair, and replacement of the Improvements or for the provision of any other services (including food and vending services), supplies, materials, labor, equipment, transportation, tools, or machinery, the Lessee, without the prior written consent of County, may negotiate and enter into service and supply contracts as it deems necessary and reasonable for the proper operation of Premises and the Improvements and to conduct its operations in the normal course of business (the "**Service Contracts**"). Lessee shall supervise the performance of all independent contractors, subcontractors, suppliers, and servicing agents required for the proper management, maintenance, repair, and operation of the Premises and the Improvements. Lessee, without the prior written consent of County, may negotiate and enter into, Service Contracts with third parties for concessions services (including catering services that will be rendered on a continuing basis), electricity, trash or rubbish hauling, vermin extermination, janitorial services, parking area and landscape maintenance, and such other services for the Premises and the Improvements as Lessee shall reasonably determine to be advisable. All Service Contracts shall be in writing, in the name of Lessee, and shall be either (i) assignable to the County, or (ii) terminated at any time at the convenience of Lessee. All Service Contracts shall be fully subject to and consistent with this Agreement, including the Term. Lessee shall be entitled to enter into an agreement with a third-party management company to perform the maintenance of the Premises and the Improvements, which management company shall be selected by Lessee in its sole discretion.

7.4.2 County Indemnification Required. All Service Contracts shall include the following indemnification provision:

[Contractor] shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from any negligent acts or omissions or willful misconduct by the [Contractor] or its

employees, agents, servants, partners, principals, or subcontractors in connection with [Contractor] performance of this Service Contract. [Contractor] shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. [Contractor] expressly understands and agrees that any insurance protection required by this Service Contract or otherwise provided by [Contractor] shall in no way limit the responsibility to indemnify, keep and save harmless and defend Miami-Dade County or its officers, employees, agents and instrumentalities as herein provided.

7.5 Damage to Premises. The Lessee will repair promptly at its expense any damage to the Premises and, upon demand, shall reimburse the County for the cost of the repair of any damage elsewhere in the Medical Center, caused by or arising from the installation or removal of property or Improvements in or from the Premises, regardless of fault or by whom such damage shall be caused (unless caused by the County, the Trust, their agents, employees or contractors). If the Lessee shall fail to commence the permitting and construction process for such repairs within five (5) days after the Lessee's Receipt of notice to do so from the County, the County may make or cause the same to be made and the Lessee agrees to pay to the County promptly upon the County's demand for the cost thereof.

7.6 Lessee's Changes—No Approval Required.

7.6.1 Subject to Lessee's compliance with any Applicable Laws governing improvements to County-owned property, including specifically, and to the extent applicable, Section 255.05, Fla. Stat., Lessee may place and replace Lessee's personal property in or on the Premises and may make alterations, improvements, or replacements to the interior of the Improvements as it may desire at its own expense without County's consent. Lessee shall not alter, improve, or replace the Structure of the Improvements except in accordance with Section 7.7.

7.6.2 During the Term, Lessee shall be entitled to make Capital Improvements to the Premises, provided that (i) such capital modification do not materially and adversely interfere with County's operations on any property outside the boundaries of the Premises; (ii) Lessee complies with the provisions of all Permits and Approvals for the capital modifications; and (iii) Lessee complies with the payment and performance bond requirements of Section 255.05 of the Florida Statutes and with all other Applicable Laws. Upon completion of such capital modification, the same shall be a part of the Premises for all purposes under this Lease.

7.7 Lessee's Changes—County Approval Required. Subject to Lessee's compliance with any Applicable Laws governing improvements to County-owned property, including specifically, and to the extent applicable, Section 255.05, Fla. Stat., Lessee may alter, improve or replace the Structure of the Improvements with the prior written consent of County, which consent shall not be unreasonably withheld, delayed, or qualified.

7.8 Lessee's Leasehold Improvements. Upon their Substantial Completion, the Improvements and any subsequent modifications thereto shall become a permanent part of the Premises.

7.9 Staging Area. The Parties agree to cooperate on the identification of one or more staging areas for the Lessee's use during the construction of the Improvements. To the extent the Parties identify such areas, the Parties shall negotiate and enter into a separate agreement governing the use of such areas; such agreement may entail a separate payment from the Lessee and additional insurance coverage. The foregoing shall be construed only as an obligation to cooperate in good faith towards the identification of one or more staging areas and shall not be construed as an obligation on the part of either Party to accept certain land, even if available, or enter into an agreement for the use of such land for staging area purposes.

#### **ARTICLE VIII: INSURANCE & INDEMNIFICATION**

8.1 Insurance. Upon Lessee's use of the Premises, and throughout the Term of this Agreement, Lessee shall maintain the insurance requirements as stated in Exhibit "B," attached hereto and made a part hereof ("Insurance Requirements").

8.2 Lessee Contractor's Insurance. The Lessee shall provide or cause any contractor of the Lessee to provide Builder's Risk Insurance during any construction required in connection with the Premises and shall insure the Premises for fire, extended coverage and vandalism and malicious mischief in the full insurable value of the Premises. In the event of loss, the proceeds shall be made available to the Lessee for repair of the damage to the Premises. The Lessee shall carry the insurance on the improvements made to the Premises in the name of the Lessee and in an amount not less than their full insurable value until the complete amortization of all improvements permanently affixed to the Premises.

8.3 Approved Insurers. All insurance policies and surety bonds required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, and have a financial rating of at least twelve (12) in accordance with the latest edition of A.M. Best's rating guide on a scale of one (1) through fifteen (15).



8.4 Insurance Certificates. The Lessee shall furnish certificates of insurance to the County prior to the commencement of operations, which certificates shall clearly indicate that the Lessee has obtained insurance in the type, amount and classification as required for strict compliance with this Agreement, and that no material change or cancelation of the insurance shall be effective without thirty (30) days prior written notice to the County. The County shall be named additional insured in policies of insurance required by this Article VIII. The County reserves the right to reasonably amend the Insurance Requirements by written notice to the Lessee. Compliance with the foregoing requirement shall not relieve the Lessee of its liability and obligations under any other provision of this Agreement.

8.5 Indemnification. The Lessee shall indemnify, defend and hold harmless the County, the Trust, and their respective trustees, commissioners, medical staff, officers, employees, agents and instrumentalities (individually and collectively, "Indemnitees") from and against all losses, costs, penalties, fines, damages, claims, liabilities or expenses (including without limitation, attorneys' fees and costs through litigation and all appeals) (collectively, "Liabilities") by reason of any injury to, or death of, any person or damage to, or destruction or loss of, any property arising out of, or resulting from, or in connection with (i) the performance or non-performance of this Agreement which is or is alleged to be caused, in whole or in part, by any act, omission, default or negligence of the Lessee or the Lessee Representatives, or (ii) the failure of the Lessee to comply with any of the terms of this Agreement or the failure of the Lessee to comply with any applicable statutes, ordinances, or other regulations or requirements of any Government Authority in connection with the performance of this Agreement. The Lessee expressly agrees to indemnify, defend and hold harmless the Indemnitees from and against all Liabilities which may be asserted by an employee or former employee of the Lessee, or any of its contractors, subcontractors, as provided above, for which the Lessee's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar law.

8.6 County's Limited Liability. The County and the Trust shall not be liable to the Lessee, or to those claiming through the Lessee, for any loss or damage which may result from (a) the acts or omissions of other Person occupying space in any part of the Medical Center, or their agents, employees, contractors or invitees or (b) from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes. The Lessee acknowledges that its use of the Premises is at its own risk.

8.7 Increased Premiums. The Lessee will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate the County or Trust's policies of hazard or liability insurance or which will prevent the County or the Trust from procuring such policies in companies acceptable to the County and the Trust. If anything done, omitted to be done or suffered by the Lessee to be kept in, upon or about the Premises shall cause the rate of insurance

on other property of the County to be increased beyond the minimum rate from time to time applicable to such other property for the use or uses made thereof, the Lessee will pay the amount of such increase upon the County or Trust's demand.

8.8 Bonds. Prior to commencing any Improvements, including construction, restoration, and/or repair to the Premises, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Lessee shall obtain and deliver to the County, at Lessee's sole cost and expense, a payment and performance bond, not less than ten (10) days prior to the anticipated commencement of any construction provided for under this Agreement, including the Improvements and restoration and repairs, or the anticipated purchase of supplies and/or materials. The payment and performance bond shall be equal to the total cost of construction as reflected in the construction contract, as amended, between Lessee and its general contractor ("Bond"). Each Bond shall be in compliance with all applicable laws and the form substantially prescribed by Section 255.05, Florida Statutes, as amended, and in compliance with the applicable requirements of Section 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the County, the Trust, and the Lessee beneficiaries thereof, as joint obligees. The Lessee shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project.

8.8.1 Alternative Security. Alternatively to the Section 255.05 payment and performance bond, Lessee may: (a) provide the County with an alternate form of security in the form of a certified check that the County may deposit in a County-controlled bank account or an irrevocable letter of credit in a form and for an amount that is acceptable to the County ("Alternative Security"), to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing improvements on the Premises have been paid and the Improvements have obtained applicable certificates of completion and occupancy, and such Alternative Security shall meet the specification set forth below; (b) require that each prime contractor hired by the Lessee to perform work or make improvements on the Premises shall provide a performance bond with a surety insurer authorized to conduct business in the State of Florida as a surety in an amount not less than 100% of the respective contract in a form acceptable to the County to ensure that the construction work shall be completed by the contractor or, on its default, the surety shall name the County and the Trust as additional obligees and shall meet the specifications set forth below; and (c) require that each prime contractor hired by the Lessee to perform work or make improvements on the Premises shall provide a payment bond with a surety insurer authorized to conduct business in the State of Florida as a surety in an amount not less than 100% of its respective contract in a form acceptable to the County to secure the completion of such prime contractor's work free from all liens and claims of subcontractors, mechanics, laborers and

materialmen under such prime contractor and shall name the County and the Trust as additional obligees and payees. The Alternative Security and the bond shall comply with the requirements of Section 255.05, Florida Statutes, as amended.

If the Lessee provides the Alternative Security, the Lessee shall also comply with the following obligations:

(1) Lessee shall obtain a conditional release of lien from each of its prime contractors at the time each progress payment is made.

(2) Lessee shall obtain an unconditional release of lien from each of its prime contractors within five (5) business days after payment is made.

(3) In the event Lessee's contractors claim non-payment, or fail to timely provide unconditional releases of lien within the timeframe stipulated under these terms, the Lessee reserves the right, but not the obligation to:

(a) reduce the amount in question from the cash deposit or security posted until the claim is liquidated; or

(b) appropriate funds for such payment from any cash deposit or security posted and make payment directly to the claimant.

In either of cases 3(a) or 3(b), the Lessee shall within ten (10) business days of the County's notification deposit an amount equal to the reduced/disbursed amount in the County's escrow account or increase the Alternative Security to replenish the original amount of the cash deposit or security posted.

The rights of the County under all payment and performance bond shall be subordinate to the rights of any lender providing financing to the Lessee.

8.9 Waiver of Subrogation. Lessee waives all rights to recover against County or Trust, its employees, agents, officers, contractors or instrumentalities, for any claims, losses or damages arising from any cause covered by insurance required to be carried by Lessee hereunder. Lessee shall cause its insurer(s) to issue customary waiver of subrogation rights endorsements to all such policies of insurance carried by Lessee with respect to the Premises. County waives all rights to recover against Lessee, its employees, agents, officers, partners, members, principals or contractors, for any claims, losses or damages arising from any cause covered by insurance (irrespective of whether the insurance is carried by Lessee or County). County shall cause its insurer(s) to issue customary waiver of subrogation rights endorsements in favor of Lessee to all

such policies of insurance carried by County in connection with the Premises. Any self-insurance program of County shall be deemed to include a full waiver of subrogation consistent with this paragraph.

### **ARTICLE IX: LEASEHOLD INTERESTS**

9.1 Consent. The Lessee will not assign this Agreement, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber, by mortgage or other instrument, its interest in this Agreement without first submitting a written request to the County, and having received the written consent of the County, which consent may be withheld in its sole and absolute discretion; provided, however, that Lessee may assign or sublease this Agreement to an affiliate of the Lessee that is organized as a not for profit, supporting corporation to the Lessee (the "Lessee Property Holdings Entity") for purposes of completing the financing contemplated in Article XIV below, and the Lessee Property Holdings Entity may assign, sublease or sub-sublease the Premises back to Lessee. This prohibition shall include, without limitation, any transfer which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of the Lessee's corporate, partnership or proprietary structure or ownership. Consent by the County to any transfer, pledge or encumbrance, shall not constitute a waiver of the requirement for such consent to any subsequent transfer, pledge or encumbrance. Except as set forth in Article XIV below, in no event shall Lessee be permitted to assign or sublet the Premises to any entity, for any purpose whatsoever, that fails to meet the requirements of Section 125.38, Florida Statutes, as amended.

9.2 Attornment. If any person shall succeed to all or part of the County's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if so requested or required by such successor in interest, the Lessee shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request, provided such successor in interest agrees to assume all of the County's obligations under this Agreement occurring subsequent to its succession. If such successor in interest is a party in interest as contemplated in this Section 9.2, the Lessee agrees that any claim it may have against the County relating to any event occurring before the date of attornment may not be asserted against the successor in interest nor may the Lessee offset the amount of any such claim against Rent payable hereunder; provided that the successor in interest will be obligated to correct any conditions that existed as of the date of attornment which violate the successor's obligations as landlord under this Agreement.

9.3 Eminent Domain. Upon receipt by either the County or the Lessee of any notice of a Taking, or the institution of any proceedings for a Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

9.3.1 Award. The full amount of any award whether pro tanto or final for any Taking (“Award”), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys’ fees and experts’ fees, which shall be paid to the party which has paid such fees and expenses or undertaken such work, (ii) any unpaid fees or expense due to the County, or due to a third-party, which County will be ultimately responsible for, and (iii) any outstanding amounts which represent unpaid loans used for the manufacturer or installation of any structure or improvement on the Premises. With respect to the balance of such Award, County and Lessee shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

9.3.2 Termination. In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (“Total Taking”), this Agreement shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any and all obligations of Lessee under this Agreement have been fully and completely complied with by Lessee as of the date of said Total Taking, otherwise Lessee hereby agrees that an appropriate amount of its portion of the Award shall be paid to County, and such payment shall be allocated to complete any unfinished work by Lessee or fulfill any unfulfilled obligations.

If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Lessee shall have the right, to be exercised by written notice to County within one hundred twenty (120) days after the date of Taking, to terminate this Agreement on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Lessee shall pay and shall satisfy all rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Lessee hereunder to such date, and thereupon this Agreement and the term herein demised shall cease and terminate. Upon such termination the Lessee’s interest under this Agreement in the remainder of the leasehold interest not taken shall be returned to the County, and Lessee shall receive the award for such Taking.

## **ARTICLE X: DEFAULT**

10.1 Events of Default. Any one or more of the following events shall constitute an “Event of Default.”

10.1.1 The failure of the Lessee to pay any Rent, or other sum of money owed to the County pursuant to any applicable provision of this Agreement, within fifteen (15) calendar days after the same is due hereunder and the continued failure thereafter to pay such amount within fifteen (15) calendar days following Receipt of written notice thereof from the County.

10.1.2 The sale of the Lessee's interest in the Premises under attachment, execution or similar legal process, or if the Lessee is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against the Lessee under the Federal Bankruptcy Code and such adjudication or order is not vacated within ninety (90) days.

10.1.3 The commencement of a case under the Federal Bankruptcy Code by or against the Lessee or any guarantor of the Lessee's obligations hereunder, or the filing of a voluntary or involuntary petition proposing the adjudication of the Lessee or any such guarantor as bankrupt or insolvent, or the reorganization of the Lessee or any such guarantor, or an arrangement by the Lessee or any such guarantor with its creditors, unless the petition is filed or case commenced by a party other than the Lessee or any such guarantor and is withdrawn or dismissed within ninety (90) days after the date of its filing.

10.1.4 The appointment of a receiver or trustee for the business or property of the Lessee or any such guarantor, unless such appointment shall be vacated within ninety (90) days of its entry.

10.1.5 The making by the Lessee of an assignment for the benefit of its creditors, or if in any other manner the Lessee's interest in this Agreement shall pass to another by operation of law.

10.1.6 Default by the Lessee in the performance or observance of any covenant or agreement contained herein (other than a default involving the payment of money), which default is not cured within thirty (30) days after the Receipt of notice thereof from the County, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no Event of Default shall occur so long as the Lessee shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same.

10.1.7 The vacation or abandonment of the Premises by the Lessee (by reason other than fire or Casualty, a Taking, periodic renovation or refurbishment, or Force Majeure) at any time following delivery of possession of the Premises to the Lessee.

10.1.8 The Lessee becomes a Restricted Entity.

10.1.9 The Lessee fails to maintain the Insurance Requirements for a period of five (5) consecutive days or longer.

10.1.10 Lessee fails to maintain its status as required by applicable provisions of the Enabling Legislation, including Section 125.38, Florida Statutes.

10.1.11 Lessee fails to comply with Section 5.1, Permitted Use or Section 5.3, Prohibited Use.

10.1.12 The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.

10.2 Remedies. Upon the occurrence of an Event of Default, the County or the Trust, without additional notice to the Lessee in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:

10.2.1 With judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Lessee, which is or may be put into the Premises during the Term, whether exempt or not from sale under execution or attachment, and the County may sell all or any part thereof at public or private sale. Lessee agrees that thirty (30) days prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property (including reasonable attorneys' fees); second, toward the payment of any indebtedness, including without limitation indebtedness for Rent, which may be or may become due from Lessee to County; and third, to pay Lessee, on demand, any surplus remaining after all indebtedness of Lessee to County has been fully paid;

10.2.2 Perform, on behalf, and at the expense, of the Lessee, any obligation of the Lessee under this Agreement which the Lessee has failed to perform and of which it is in Receipt of the County's notice thereof, the cost of such performance by the County shall be payable by the Lessee to the County upon demand. Notwithstanding the provisions of this Section 10.2.2 and regardless of whether an Event of Default shall have occurred, the County may exercise the remedy described in this Section 10.2.2 without any notice to the Lessee if the County, in its good faith judgment, believes it or the Premises, would be materially injured by failure to take rapid action or if the unperformed obligation of the Lessee constitutes an emergency;

10.2.3 Elect to terminate this Agreement and the rights created thereby by giving written notice of such election to the Lessee, and reenter the Premises and remove the Lessee and all other Persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of the Lessee and without the County being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; or

10.2.4 Exercise any other legal or equitable right or remedy which it may have.

Any reasonable costs and expenses incurred by the County (including, but not limited to, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Agreement shall be deemed to be additional Rent and shall be paid to the County by the Lessee upon written demand.

10.3 No Fees; Incentives. The Lessee agrees that under no circumstances shall the Lessee be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard to this Agreement should this Agreement be terminated or canceled, unless specifically set forth in this Agreement.

10.4 Damages. In the event this Agreement is terminated by the County pursuant to Section 10.2, or other applicable provision, the Lessee nevertheless shall remain liable for (a) any Rent and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses including, without limitation, reasonable attorneys' fees, costs and expenses incurred by the County in pursuit of its remedies hereunder (collectively, "Termination Damages"), and (b) additional damages which, at the election of County, shall be an amount equal to the Rent which, but for the termination of this Agreement, would have become due during the remainder of the Term (less the net proceeds of any reletting of the Premises by County subsequent to the termination of this Agreement), payable in one lump sum on demand.

10.4.1 No Limit on Damages. Nothing contained in this Agreement shall limit or prejudice the right of the County to prove for and obtain, in proceedings for the termination of this Agreement by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether the amount be greater, equal to, or less than the amount of the loss or damages referred to above. The failure or refusal of the County to relet the Premises or any part or parts thereof shall not release or affect the Lessee's liability for damages.

10.4.2 Reletting of Premises. If this Agreement is terminated pursuant to Section 10.2, the County may relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions (which may include concession or free rent and alterations of the Premises) as the County may determine, but the County shall not be liable for, nor shall the Lessee's obligations hereunder be diminished by reason of, any failure by the County to relet the Premises or any failure by the County to collect any rent due upon such reletting.



## **ARTICLE XI: WARRANTIES & REPRESENTATIONS**

11.1 Lessee Representations. The Lessee makes the following representations to the County:

(a) the Lessee is duly organized and validly existing under the laws of its state of incorporation or organization, with authority to conduct business in the State of Florida, and has full power and capacity to carry on its business as presently conducted, and to perform its obligations under this Agreement.

(b) the Lessee's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and does not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which the Lessee is a party or by which the Lessee may be bound or affected, except for such approvals required by this Agreement.

(c) the Agreement constitutes the valid and binding obligation of the Lessee, enforceable against the Lessee and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

(d) the Lessee is not, directly or indirectly, engaging, instigating or facilitating this transaction, nor acting for or on the behalf of, any Restricted Entity.

(e) the Lessee is not considered a "referral source" for purposes of (i) any applicable Federal Health Care Program, and (ii) Section 1877(h)(3) of the Social Security Act, as amended, and the regulations promulgated thereunder.

(f) the Lessee has not (i) employed or retained; or (ii) offered to pay, paid, or agreed to pay, any Person employed by the County in exchange for this Agreement.

## **ARTICLE XII: SPECIAL PROVISIONS**

12.1 Delegation. The County delegates to the Trust the power, authority and right, on behalf of the County, in its capacity as ground lessor herein, and without any further resolution or action of the Board of County Commissioners, to:

12.1.1 Review and approve documents, plans, applications, lease assignments and other instruments required or allowed by Lessee to be submitted to the County pursuant to this Agreement;

12.1.2 Consent to actions, events, and undertakings by the Lessee or extensions of time periods for which consent is required by the County;

12.1.3 Make appointments of Persons required to be appointed or designated by the County in this Agreement;

12.1.4 Execute any and all documents on behalf of the County necessary or convenient to the foregoing approvals, consents, and appointments;

12.1.5 Execute on behalf of the County any and all consents, agreements, amendment, leasehold easements, plats, covenants in lieu of unity of title, applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals where applicable and necessary to accomplish the construction of any and all improvements in, and refurbishments of, the Premises;

12.1.6 Amend this Agreement to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of this Agreement.

12.1.7 Execute documents necessary to confirm commencement dates;

12.1.8 Execute recognition and non-disturbance agreement and issue estoppel statements as provided in this Agreement; and

12.1.9 Act on behalf of the County, as its authorized agent, in the performance of the County's obligations under this Agreement (to extent the Trust is not prohibited by applicable laws and regulations, including ordinances).

12.2 County as Sovereign. It is expressly understood and agreed that notwithstanding any other provision of this Lease and the County's status thereunder:

12.2.1 The County retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, installation, construction and improvement of the Premises and/or the operation thereof, or be liable for the same; and

12.2.2 The County shall not by virtue of this Lease be obligated to grant the Lessee any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, installation, improvement, construction, repair, and/or operation of the Premises.

12.3 No Liability for Exercise of Police Power. Notwithstanding and prevailing over any contrary provision in this Agreement or any other document relating to this matter, including any County covenant or obligation that may be contained in this Agreement, or any implied or perceived duty or obligation of the County, including but not limited to the following: (a) to cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Lessee, regardless of the purpose required for such cooperation; (b) to execute documents or give approvals, regardless of the purpose required for such execution or approvals; (c) to apply for or assist Lessee in applying for any county, city or third party permit or needed approval; or (d) to contest, defend against, or assist the Lessee in contesting or defending against any challenge of any nature, shall not bind the Board of County Commissioners, the Regulatory and Economic Resources (RER) department or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or any other applicable government agencies in the exercise of its police power; and the County shall be released and held harmless, by the Lessee from and against any liability, responsibility, claims, consequential or other damages, or losses to the Lessee or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of any building permit or certificate of occupancy will require the County to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement to the contrary, the County shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The County's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Lessee as authorized by this Agreement. Moreover, in no event shall a failure of the County to adopt any of the Lessee's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement.

12.4 Injury Notices. Lessee agrees that it will immediately notify the County should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Premises, due to any cause that might give rise to liability for or to the County or the Trust, for any potential claim, or cause of action, including, but not limited to, personal injury or wrongful death. The



Attn: Real Estate Services  
Miami, Florida 33136

With a copy to:

**Miami-Dade County Attorney's Office**  
**Public Health Trust/Jackson Memorial Hospital**  
**1611 Northwest 12th Avenue, Suite 109**  
**Miami, Florida 33136**  
**Attn.: Kevin M. Marker, Esq. and Miguel A. Gonzalez, Esq.**

13.1.2 Notices to Lessee. If intended for the Lessee, on the fifth (5th) day following the day on which the same shall have been mailed by United States registered or certified mail or express mail, return receipt requested, with all postal charges prepaid, addressed to Lessee:

To the Lessee: **Ronald McDonald House Charities of South Florida, Inc.**

With a copy to:

**Holland and Knight LLP**

**Attn: Christopher C. Brockman, Esquire**  
**200 South Orange Avenue, Suite 2600**  
**Orlando, FL 32801**  
**Tel: 407-244-1123**  
**Email: chris.brockman@hklaw.com**

**and**

**Holland & Knight LLP**  
**Attn: Elena Otero, Esquire**  
**701 Brickell Avenue, Suite 3300**  
**Miami, Florida 33131**  
**Tel: 305-789-7437**  
**Email: elena.otero@hklaw.com**

13.1.3 Address Changes. The Parties may, at any time, change its address for purposes of this Section 13.1 by sending a notice to the other party stating the change and setting forth the new address.

13.2 Entire Agreement. This instrument constitutes the sole and only agreement of the Parties, and correctly sets forth the rights, duties, and obligations of the Parties relating to the leasing of the Premises. There are no collateral or oral agreements or understandings between the Parties relating to the Agreement. Any promises, negotiations, or representations not expressly

set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties.

13.3 Successors. This Agreement shall inure to the benefit of and be binding upon the County, its successors and assigns, and shall be binding upon the Lessee, its successors and assigns and shall inure to the benefit of the Lessee and only such assigns and subtenant of the Lessee to whom the assignment of this Agreement or the subletting of the Premises by the Lessee has been consented to by the County as provided in this Agreement. Upon the sale or other transfer by the County of its interest in the Premises and this Agreement, and the assumption by the County's transferee of the obligations of the County hereunder, the County shall be relieved of any obligation under this Agreement accruing thereafter.

13.4 Severability. This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the State of Florida and the County, as are now in effect or as may be later amended or modified, without reference to the choice of law rules of any state. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

13.5 Public Records. The Lessee acknowledges that the County and the Trust, as public entities, are subject to Florida's public records laws, which make all materials communicated to or from the County and Trust pursuant to this Agreement subject to disclosure under such laws unless specifically exempted from disclosure or made confidential. Lessee shall comply with Florida's public records law, including Fla. Stat. § 119.0701. Lessee shall specifically: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) upon request of the custodian of public records, provide the County with a copy of the public records or allow the public records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) transfer, at no cost, to the public agency all public records in possession of the Lessee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements or keep and maintain public records required by the public agency to perform the service. All records stored electronically must be provided to the public agency, upon request of custodian of public records in a format that is compatible with the information technology systems of the public agency.

13.6 Governing Law & Venue. The Parties unconditionally and irrevocably: (i) agree that this Agreement shall be governed by the laws of the State of Florida; (ii) submit to the exclusive jurisdiction and venue of the state and federal courts located in Miami-Dade County, Florida; and (iii) waive any objections they may have at any time to the laying of venue of any suit, action or proceeding relating hereunder.

13.7 No Joint Venture. Any intention to create a joint venture or partnership relation between the Parties hereto is hereby expressly disclaimed.

13.8 Captions; Headings; Sections. The captions and headings in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof. Reference to one section shall include all subsections (i.e. Section 1.4 shall include Sections 1.4.x, 1.4.x.y, etc.), and vice versa, and shall be read as a whole.

13.9 Judicial Interpretation. Should the provisions of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of the Parties have equally participated in the preparation of this Agreement.

13.10 Waiver. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

13.11 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any person, other than the expressed Parties herein, any rights or remedies under or by reason of this Agreement as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

13.12 Time of Essence. Time shall be deemed of the essence on the part of the Parties in performing all of the terms and conditions of this Agreement.

13.13 Remedies Cumulative. No reference to any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial

rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by either party of any breach by the other party under this Agreement or a waiver by the County or Trust of any breach by any other tenant under any other lease of any portion of the Medical Center shall affect this Agreement in any way whatsoever.

13.14 Reserved.

13.15 Estoppel Certificates. At any time and from time to time, within thirty (30) days after a requesting Party shall request the same, each Party so requested will execute, acknowledge and deliver to the requesting Party, or such other Person as may be designated by the requesting Party, a certificate setting forth the commencement and termination dates of this Agreement, the amount of Rent payable by Lessee hereunder and the nature, if any, of any Event of Default existing as of the date of such certificate.

13.16 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement, or become a party hereto, as the Lessee, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreement given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if the Lessee shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

13.17 No Option. The submission of this Agreement for examination does not constitute a reservation of or option for the Premises, and this Agreement shall become effective only upon execution and delivery thereof by the Parties.

13.18 Reserved.

13.19 Broker's Commission. The Parties represent and warrant that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Agreement. The Lessee agrees to indemnify the County, and hold harmless from, all liability arising from any such claim.

13.20 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found



in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

13.21 Survival. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or earlier termination of this Agreement or, by nature, are to be performed or observed, in whole or in part, after the expiration or earlier termination of this Agreement, shall survive such expiration or earlier termination of this Agreement.

13.22 Counterparts. This Lease may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original. Execution and delivery of this Lease by portable document format ("PDF") copy bearing the PDF signature or by DocuSign of any party hereto shall constitute a valid and binding execution and delivery of this Lease by such party. Such PDF copies shall constitute enforceable original documents. The parties agree to accept a digital image of the Lease, as executed, as true and correct originals and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

13.23 Reserved.

13.24 Corporate Status. Lessee represents that any business organization status that it may purport to have at the time of the execution of this Agreement shall be maintained in any and all lawful form. To the extent that Lessee possesses a corporate or other legal business status, Lessee shall maintain such legal business status as active and current with the appropriate state authorities, and in the event that Lessee fails to maintain such status, the County shall have the express authorization, at its sole option, to declare this Agreement in default and cancel this Agreement. Further, at all times during the duration of this Agreement the Lessee shall maintain its not-for-profit status with the State of Florida, and any failure to do so shall be an event of default.

#### **ARTICLE XIV: FINANCING.**

14.1 Leasehold Financing. Notwithstanding anything in this Agreement to the contrary, County and Trust acknowledge and agree that Lessee (or the Lessee Property Holdings Entity) shall have the right to mortgage its leasehold or subleasehold interest in the Premises or enter into a negative pledge agreement with respect to its leasehold or subleasehold interest in the Premises pursuant to this Agreement, in accordance with the terms and conditions of this Section 14.1. Any beneficiary of such leasehold mortgage or negative pledge agreement (in such capacity, the "Leasehold Mortgagee" is an express third-party beneficiary of this Section 14.1 and (so long as the lien of Leasehold Mortgagee remains undischarged) shall be entitled to enforce the provisions hereof against the County, Trust, Lessee, Lessee Property Holdings Entity and their respective successors and assigns. Except as otherwise approved by the County, such mortgages or similar

instruments shall be expressly subject to the terms, covenants, and conditions of this Agreement, and at all times shall be inferior and subject to the prior right, title and interest of the County herein. The County shall have the right to review any mortgage (or similar instrument), prior to recordation, to ensure consistency with this Agreement and to confirm that such mortgage does not encumber anything other than the Lessee's leasehold interest under this Agreement. County shall have ten (10) business days to review such mortgage upon receipt of same. Should County fail to provide comments or otherwise notify the Lessee of the County's objections thereto prior to the end of the ten (10) business days, then County shall be deemed to have acquiesced to the entry of the mortgage.

(a) Promptly following the closing of any such financing involving a Leasehold Mortgagee, the Lessee shall deliver notice to the County and Trust of the name and notice information of the Leasehold Mortgagee. Thereafter, when delivering any notice, demand, election or other communication to Lessee with respect to this Agreement or any exercise of any right to terminate this Agreement, County or Trust will also deliver a copy of any such notice by registered or certified mail to any Leasehold Mortgagee.

Any notice or other communication which County or Trust shall desire or is required to give to or serve upon a Leasehold Mortgagee shall be in writing and shall be served by registered or certified mail, addressed to a leasehold mortgagee at its address as referenced in this Section 14.1 or at such other address as shall be designated from time to time by the leasehold mortgagee by notice in writing given to County and Trust by registered or certified mail. Any notice or other communication which a Leasehold Mortgagee shall desire or is required to give to or serve upon County and Trust shall be deemed to have been given or served if sent by registered or certified mail addressed to County at County and Trust's address as set forth in Section 13.1 of this Agreement, or at such other address as shall be designated from time to time by County and Trust by notice in writing given to such Leasehold Mortgagee by registered or certified mail. Any such notice or communication shall be effective on the date such notice or communication is delivered to the party to whom it is given.

(b) Should Lessee be in default in respect of any of the provisions of this Agreement, a Leasehold Mortgagee shall have the right, but not the obligation, to cure such default, and County and Trust shall accept performance by or on behalf of the Leasehold Mortgagee as though, and with the same effect as if, it had been done or performed by Lessee. For such purpose, County, Trust and Lessee hereby authorize leasehold mortgagees to enter upon the Premises and to exercise any of Lessee's rights and powers under this Agreement, and subject to the provisions of this Agreement, under the applicable Leasehold Mortgagee. Upon compliance with the foregoing, any notice of County or Trust advising of any such default shall be deemed rescinded and this Agreement shall continue in full force and effect.

(c) If County or Trust shall notify Lessee in writing that a default has occurred under this Agreement (hereinafter referred to as a "Default Notice"), a copy of such Default Notice shall be sent by County or Trust to each Leasehold Mortgagee of which County or Trust has been provided notice, and notwithstanding anything in this Agreement to the contrary, County and Trust shall take no action with respect to such default (but as between County or Trust and Lessee only, County and Trust shall be permitted to exercise all other remedies permitted under this Agreement other than termination of this Agreement):

(i) if a Leasehold Mortgagee remedies Lessee's default within sixty (60) days after the receipt of such Default Notice, or, in the case of default that, although curable, cannot through the exercise of good faith efforts be remedied by such leasehold mortgagee within such period of sixty (60) days, such leasehold mortgagee remedies Lessee's default within such additional period as reasonably may be necessary to remedy such default with the exercise of good faith efforts; or

(ii) if (a) such default can only be remedied by a Leasehold Mortgagee upon obtaining possession of the Premises and access to the Premises, (b) the Leasehold Mortgagee exercises good faith efforts to obtain possession through a receiver or otherwise, and (c) the Leasehold Mortgagee remedies such default within sixty (60) days after obtaining such possession, or, in the case of a default that, although curable, cannot through the exercise of good faith efforts be remedied by the Leasehold Mortgagee within such period of sixty (60) days, such Leasehold Mortgagee remedies Lessee's default within such additional period as reasonably may be necessary to remedy such default with the exercise of good faith efforts; or

(iii) if such default (excluding defaults which may be cured by the payment of money) is of such a nature that is personal to the Lessee or is otherwise impossible for a Leasehold Mortgagee to remedy even with the exercise of good faith efforts and regardless of the amount of time provided for such purpose, it being agreed that any such default shall be deemed waived by County and Trust solely for the benefit of each Leasehold Mortgagee; or

(iv) if a Leasehold Mortgagee is proceeding in a commercially reasonable manner to foreclose the lien of its leasehold mortgage or otherwise obtain title to the leasehold interest in the Premises.

(d) County's and Trust's consent shall not be required for a Leasehold Mortgagee or any nominee, assignee or other party designated by a Leasehold Mortgagee to become the owner of the leasehold interest upon the exercise of any remedy provided for in a leasehold mortgage (or upon the assignment of the leasehold interest in lieu of the exercise of any such remedy), and no conveyance of Lessee's leasehold interest to a Leasehold Mortgagee or any nominee, assignee or other party designated by a Leasehold Mortgagee shall constitute a default under this Agreement or cause an automatic termination under this Agreement; provided that before any sale of the leasehold interest, whether under power of sale or foreclosure, the Leasehold Mortgagee shall give to County and Trust notice of the same character and duration as is required to be given to Lessee pursuant to a leasehold mortgage. If a leasehold mortgagee or any party designated by a Leasehold Mortgagee shall either become the owner of the leasehold interest upon the exercise of any remedy provided for in a leasehold mortgage or otherwise, then, notwithstanding anything in this Agreement to the contrary, the Leasehold Mortgagee or such person or other entity (a) shall have the right to assign the leasehold interest to any other person without County's or Trust's consent at any time thereafter, provided such assignee expressly assumes the obligations of Lessee hereunder, including the obligation to comply with the requirements of the Enabling Legislation, and (b) shall have the right to sublet all or a portion of the Premises, without County's or Trust's consent, in each case for use consistent with the permitted use provisions of this Agreement.

(e) If this Agreement shall terminate for any reason (but not including expiration) including, but not limited to, a default under this Agreement, or be rejected or disaffirmed pursuant to any bankruptcy law or any other law affecting creditors' rights, any Leasehold Mortgagee or its nominee or assignee shall have the right, and County and Trust the corresponding obligation, exercisable by written notice to County and Trust within sixty (60) days after such Leasehold Mortgagee receives notice of the effective date of such termination, to enter into a new lease of the Premises with County subject, however, to the rights of subtenants under any applicable non-disturbance agreements. The term of said new lease shall begin on the date of the termination of this Agreement and shall continue for the remainder of the full term of this Agreement. Such new lease executed by the Leasehold Mortgagee or its nominee or assignee shall otherwise contain the same terms and conditions as those set forth herein, except for requirements that have already expired or been performed, and except for prior obligations of Lessee which are not curable as provided herein and which remain unperformed or unsatisfied; provided, however, the new Lessee thereunder shall cure within the applicable cure periods set forth above in this Section 14.1 any existing defaults, or defaults which existed as of the termination of this Agreement with Lessee, which are capable of being cured. It is the intention of the parties hereto that, to the fullest extent permitted by applicable law, such new lease shall have the same priority relative to other rights or interests to or in the fee estate in the land covered by the new lease as this Agreement. The provisions of this Section 14.1 shall survive the termination (but not the expiration) of this Agreement and shall continue in full force and effect thereunder to the same extent as if this Section 14.1 were a separate and independent contract among County, Trust, Lessee and Leasehold Mortgagee. From the date on which any Leasehold Mortgagee shall serve upon County and Trust the aforesaid notice of the exercise of its right to a new lease, and subject to the obligation to cure defaults as provided above, a new lease shall be deemed to have been entered into effective as of the date of termination of this Agreement and such Leasehold Mortgagee or its nominee or assignee may use and enjoy the Premises as permitted under this Agreement without hindrance or interference by County and Trust. At County's, Trust's or the Leasehold Mortgagee's request, the parties shall enter into an additional agreement with County and Trust confirmatory of the provisions of this Section 14.1. To the extent the Leasehold Mortgagee does not meet the requirements of the Enabling Legislation, the Leasehold Mortgagee shall make diligent, best efforts to identify and contract with an assignee in accordance with section 14.1(d).

(f) County and Trust shall not, in the event of any action, whether voluntary or otherwise, pending against Lessee or County and Trust under the bankruptcy laws of the United States or any state thereof, (a) surrender its estate, or any portion thereof, nor terminate, cancel or acquiesce in the rejection of this Agreement; or (b) modify, change, supplement, alter or amend this Agreement in any respect, either orally or in writing. Notwithstanding the foregoing, County and Trust agree that in the event of the rejection of this Agreement by County's and Trust's trustee in bankruptcy or otherwise pursuant to the Federal Bankruptcy Code or other similar laws, Lessee's right to remain in possession of the Premises pursuant to Section 365 of the Federal Bankruptcy Code (or similar provisions of such other similar laws) shall be fully transferable pursuant to the terms of any leasehold mortgage.

(g) No surrender (except a surrender upon the expiration of the term of this Agreement) by Lessee to County and Trust of this Agreement, or of the Premises or any part thereof, or of any interest therein, may occur except as with the consent of any Leasehold Mortgagee.

(h) If a Leasehold Mortgagee or any nominee thereof succeeds to Lessee's interest in this Agreement, County and Trust agree to look solely to such interest in this Agreement and to the improvements upon the Premises and to the profits and proceeds thereof for the performance of the obligations of Lessee hereunder, and shall never seek to recover against any other assets of the Leasehold Mortgagee or such nominee, and following the Leasehold Mortgagee's or nominee's assignment of any interest in this Agreement, the Leasehold Mortgagee (or such nominee, as applicable) shall have no further liability to County and Trust or any other party in connection with this Agreement or the Premises. Notwithstanding the foregoing, any assignee or successor to Lessee's interest in this Agreement assumes the obligations and responsibilities applicable to Lessee under this Agreement, for its period of ownership or possession.

(i) County and Trust will not modify or amend or, except upon default (after affording any Leasehold Mortgagee the notice of and opportunity to cure such default as provided in this Section 14.1), cancel, surrender or terminate this Agreement without the consent of any Leasehold Mortgagee. Any such modification, amendment, cancellation, surrender, or termination without the consent of any Leasehold Mortgagee (if such consent shall be required) shall be void and of no force or effect.

(j) Within thirty (30) days after a request by Lessee or any Leasehold Mortgagee, County and Trust shall deliver to Lessee and such Leasehold Mortgagee a statement executed by County and Trust, in form reasonably satisfactory to Lessee (i) confirming the documents, including all amendments, comprising this Agreement, (ii) confirming the effectiveness of this Agreement, as amended, (iii) stating whether or not Lessee is in default under this Agreement, and, if Lessee is in default, setting forth the specific nature of all such defaults, (iv) stating whether or not County or Trust is in default under this Agreement, and, if County or Trust is in default, setting forth the specific nature of all such defaults, (v) stating the amount of the security deposit, if any, held under this Agreement, (vi) stating whether there are any fee mortgages affecting the Premises, and identifying any such mortgage with particularity, (vii) stating whether County and Trust have approved Lessee's design and construction plans for the new facility, (viii) confirming County and Trust's approval of matters for which County and Trust's approval has been granted under this Agreement, and (ix) responding to any other matters reasonably requested by a Leasehold Mortgagee or Lessee.

(k) In any case in which there shall be more than one leasehold mortgage or multiple beneficiaries of a negative pledge agreement, each Leasehold Mortgagee shall be entitled to the benefit of the provisions of this Agreement (for so long as the liens of Leasehold Mortgagees remain undischarged); provided, that (a) any actions or elections permitted to be taken or made hereunder shall be determined and exercised by the leasehold mortgagee whose leasehold mortgage is most senior in priority (unless otherwise directed in writing by such senior Leasehold Mortgagee), and (b) the time periods in this Section for any action or response by a Leasehold Mortgagee shall run concurrently for all Leasehold Mortgagees.

(l) There shall be no subordination of the County's fee simple interest in the Premises to the lien of any Leasehold Mortgage or Subleasehold Mortgage financing, nor shall the County be required to join in such mortgage financing. No Leasehold Mortgagee or Subleasehold Mortgagee may impose any lien upon the County's fee simple interest in the Premises.

[SIGNATURES APPEAR ON FOLLOWING THREE PAGES]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the Parties have executed this Agreement as of the dates set forth below their signatures.

**ATTEST:**

**MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Daniella Levine Cava  
County Mayor

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Kevin Marker  
Assistant County Attorney

Witnesses:

Signature: *Alex*

Print Name: Alejandra E. Perez

Signature: *Soraya Riveira-Moya*

Print Name: Soraya Rivera - Moya

**RONALD McDONALD HOUSE CHARITIES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation

By: *Alex Rodriguez*

Alex C. Rodriguez  
President, Board of Directors  
Ronald McDonald House Charities of South Florida

Date: 3/31/2022

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on March 31, 2022 by Alex C. Rodriguez, as President of the Board of Ronald McDonald House Charities of South Florida, Inc., on behalf of the Lessee. He is personally known to me or has produced \_\_\_\_\_ as identification.

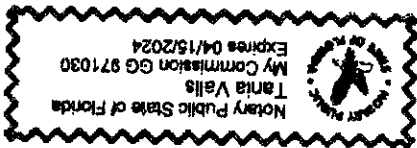
[SEAL]

*Tania Valls*

Tania Valls

Notary Public, State of Florida

66971030





Witnesses:

**PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA**, an agency and instrumentality of Miami-Dade County

Signature: \_\_\_\_\_

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

By:

Signature: \_\_\_\_\_

Carlos A. Migoya  
Chief Executive Officer

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

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on \_\_\_\_\_ by **Carlos A. Migoya**, as Chief Executive Officer of the Public Health Trust of Miami-Dade County, Florida, an agency and instrumentality of Miami-Dade County, on behalf of the Trust. He is personally known to me or has produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

**PUBLIC HEALTH TRUST USE ONLY**

Approved for legal sufficiency and form by the Office of Compliance & Ethics

Approved for sufficiency as to insurance and liability by the risk administrator, Jackson Health System

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT "A"**

The Premises

A portion of Tract "A" of JACKSON MEMORIAL MEDICAL CENTER, according to the plat thereof, as recorded in Plat Book 174, at Page 58, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Tract "3" of JACKSON MEMORIAL HOSPITAL TRACT ADDITIONS, according to the Plat thereof, as recorded in Plat Book 115 at Page 85 of said Public Records of Miami-Dade County, Florida; thence North 87°41'28" East along the North line of said Tract "3", also being the South line of said Tract "A" for 137.97 feet; thence North 02°16'19" West, departing said North line of Tract "3", for 4.42 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue North 02°16'19" West for 75.60 feet; thence North 87°43'29" East for 207.40 feet; thence South 02°16'19" East for 75.60 feet; thence South 87°43'29" West for 207.40 feet to the Point of Beginning.

## EXHIBIT "B"

### Insurance Requirements

- A. The Tenant shall maintain the following insurance coverage during the term of this Lease:
- (i) Public Liability Insurance on a comprehensive basis and contractual liability in amounts not less than \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, and Contractual Liability Insurance covering all liability arising out of the terms of this Lease.
  - (ii) Automobile liability, and hired vehicles with limits of not less than \$1,000,000 per occurrence of bodily injury and \$100,000 per occurrence for property damage.
  - (iii) Worker's Compensation Insurance as required by Florida Statutes, Chapter 440.
- B. The insurance coverage required herein shall include those classifications as listed in Standard Liability Insurance Manuals which must nearly reflect the operations of the Tenant under this Lease.
- C. All insurance policies required under this Lease shall be issued by companies authorized to do business under the laws of the State of Florida, and the financial rating of the insurance company insuring the Tenant's interest should be at least twelve (12) in accordance with the Best Rating Guide on a scale of one (1) through fifteen (15).
- D. The Trust shall be named additional insured in policies of insurance required by this Exhibit.
- E. The Tenant shall, upon execution of this Lease, furnish evidence of insurance required herein to the Trust, subject to the approval of the Trust, and thereafter indicate that the Tenant has obtained insurance in the type, amount and classification as required for strict compliance of this Exhibit and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Trust. The Trust reserves the right to reasonably amend the insurance requirements herein by the issuance of notice, in writing, to the Tenant.
- F. Compliance with the foregoing requirements shall not relieve the Tenant of any liability or obligations under this Exhibit or any other portion of this Lease. If determined necessary by the Trust, the Tenant shall deliver to the Trust, upon demand, certified copies of any policies required herein for review and completion of said review, said policies shall be returned to the Tenant. However, no default is to be charged against the Tenant by reason of inaction of the Trust in passing on the insurance policy offered by the Tenant.
- G. At no time shall the Property be without insurance coverage as described herein.



## EXHIBIT "C"

### Development Rider

#### 1. CONCEPTUAL PLAN AND SCHEDULE.

(a) The Improvements. Lessee shall develop the Improvements, at Lessee's sole cost and expense, in accordance with the terms and conditions contained herein. The Improvements shall be subject to revision and refinement and approval during the site planning and permitting process. Currently, the Improvements are described on the Conceptual Site Plan attached hereto and incorporated herein as **Exhibit C-1**, and as otherwise set forth in this Lease. The Parties acknowledge and agree that, subject to the terms and conditions hereof, the Improvements will be developed in accordance with the Conceptual Site Plan and the Improvements consist of, among other things, the construction of a new Ronald McDonald House for use by families with children undergoing major medical procedures at Holtz Children Hospital at Jackson Memorial Hospital. The planned Improvements include approximately 48 hotel suites, additional suites available for future buildout, commercial and family kitchens, a business center, and other supporting space.

(b) Minimum Standards. Lessee's design and construction obligations for the Improvements shall adhere to the following minimum standards:

The Improvements shall be of equal or better quality than the improvements on the Tenant's existing leasehold, and shall incorporate high quality interior finishes, exterior finishes, mechanical, plumbing and electrical systems. The Improvements shall meet or exceed all Applicable Laws (including applicable building codes).

(c) Preliminary Schedule. As of the Effective Date, the Parties have attached as **Exhibit C-2** the Preliminary Schedule for the construction of the Improvements. The Preliminary Schedule provides for the estimated timing related to the commencement and completion of the Improvements.

#### 2. DESIGN AND CONSTRUCTION.

(a) Suitability. Lessee acknowledges that County has made no representations as to the Premises or the suitability of the Premises for the Improvements except as specifically provided in this Agreement. County shall have no obligation to perform or cause to be performed any work on or about the Premises, including but not limited to demolition, construction, maintenance, repair, renovation or cleanup. Lessee's obligation under this Agreement to obtain all land use, construction and operating Permits and Approvals required of Lessee shall not require County to take any action or perform any tasks within the Premises to enable Lessee to obtain such Permits and Approvals, including the temporary and permanent certificate of occupancy and it shall remain Lessee's exclusive obligation to take or perform all

acts necessary to obtain such Permits and Approvals. Notwithstanding the foregoing, County agrees to execute any documents required to be executed by County, as owner of the fee interest in the land, with respect to such applications by Lessee for Permits and Approvals.

- (b) Title to Premises and Improvements. Lessee acknowledges that County does not warrant the title or represent any set of facts concerning the title to the Premises, nor does it warrant fitness for any particular use or purpose. Upon expiration of the term of the Lease, Lessee shall transfer fee simple title of the Improvements to the County, at no cost to the County, free and clear of any liens or other encumbrances except for matters then appearing in the public records, by virtue of an instrument reasonably acceptable to the County.
- (c) Agreement to Design and Construct. Lessee agrees to design and complete construction of the Improvements in accordance with the terms and conditions contained in this Agreement. Lessee shall effectively direct and supervise the work so that it is undertaken in compliance with this Agreement and shall furnish at its sole cost and expense all necessary architectural, design and engineering services, labor, materials, equipment and supplies, insurance, testing, accounting, recordkeeping and other things and services of every kind necessary for the full performance and completion of Lessee's design, engineering, construction, start-up, commissioning, obtaining and maintaining Governmental Approvals and related obligations with the respect to the Improvements.
- (d) Improvements Schedule and Reports. Lessee shall prepare and provide County with a Improvements Schedule in general conformance with the approved Preliminary Schedule (except as otherwise mutually agreed upon by the Parties), in accordance with critical path methodology, prepared with industry standard scheduling software, which, at a minimum, contains the critical dates for commencement and completion of construction activities and the anticipated cost of such construction activities. Lessee shall update the Improvements Schedule on a regular basis as required.
- (e) Construction. The Lessee will not make any alteration, renovation, improvement or other installation in, on or to any part of the Premises (including, without limitation, any cutting or drilling into any part of the Premises) unless and until the Lessee shall have caused plans and specifications therefor to have been prepared, at the Lessee's expense, by an architect or other duly qualified person and shall have obtained the County's written approval thereof, which approval shall not be unreasonably withheld, delayed, or qualified. If such approval is granted, the Lessee shall cause the work described in such plans and specifications to be performed, at Lessee's expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified and licensed Persons, using first grade materials, without material and adverse non-temporary interference with or disruption to the operations of the County, the Trust or surrounding landowners. All such work shall comply with all applicable codes, rules, regulations and

ordinances. The written approval of the County shall not constitute an opinion or agreement by the County that the plans and specifications of the improvements are structurally sufficient or in compliance with any laws, codes or other applicable regulations. Notwithstanding the foregoing, decorative alterations not requiring a permit and alterations the cost of which is reasonably estimated to be less than Fifty Thousand and No/100 Dollars (\$50,000.00) shall not require County's consent. Lessee shall, upon the County's written request, remove any improvement performed without the County's required prior consent and restore the Premises to its pre-existing condition.

- (f) Construction Activities. Any such alterations, renovations, improvements or other installations shall (a) be conducted under the supervision of an architect or engineer selected by the Lessee and approved by the County, in writing, which approval shall not be unreasonably withheld, conditioned or delayed; (b) be made in accordance with detailed plans and specifications prepared by such architect or engineer and approved, in writing by the County, which approval shall not be unreasonably withheld, delayed, or qualified; (c) be made promptly and in good workmanlike manner; and (d) be paid by, or caused to be paid by, the Lessee fully and promptly. Prior to commencement of any construction activities, the Lessee shall submit for the County's written approval, which approval shall not be unreasonably withheld, delayed, or qualified: (e) such certificate(s) of insurance as required in Exhibit B; (f) copies of such executed agreements required under this Agreement; (g) work schedule; (h) projected costs; and (i) such bonds as may be required by County. Lessee understands and agrees to procure any and all construction and electrical, as well as other trade services in strict compliance with Section 255.20, Florida Statutes.
- (g) Exterior Paint. Except in accordance with the exterior painting set forth in the Initial Plans and Specifications, if applicable, Lessee shall not paint any exterior portion of the Premises without the County's prior written approval, which approval shall not be unreasonably withheld, delayed or qualified provided however that any proposed exterior paint shall be consistent with the aesthetic of the surrounding buildings on campus. If permitted, Lessee will, at its sole cost and expense, always maintain such exterior paint in good condition and repair and any damaged or unsightly condition shall be corrected or repaired by Lessee, at Lessee's expense, to the satisfaction of the County.
- (h) Assignment of Contract Documents. As additional security for its Improvements obligations hereunder, County shall have the right to take a collateral assignment of Lessee's rights under its contracts with its architects, contractors, and design builders; provided that if a Leasehold Mortgagee shall have taken an assignment of these contract rights, then County shall not take an assignment, and any such existing assignment thereof in favor of the County shall be automatically terminated and County shall execute any documents reasonably necessary to evidence the same, unless and until the Leasehold Mortgagee's assignment rights in such contracts have been terminated. Notwithstanding anything herein to the

contrary, County shall have no approval rights with respect to (i) Lessee's selection of architects and contractors, and (ii) the type and content of the contracts with such architects and contractors.

4. **PROJECT FINANCING.**

- (a) **Development Cost.** At its sole cost and expense, Lessee shall develop and construct the Improvements. Lessee covenants that the design and construction costs of the Improvements, excluding trade fixtures and apparatus or personal property installed in or located upon the Premises, shall not be less than Eighteen Million Dollars (\$18,000,000.00).
- (b) **Lessee Funding.** Lessee agrees to contribute or arrange the contribution of all equity and/or debt capital or financing as Lessee, in its sole discretion, deems necessary to complete the construction of the Improvements.

5. **COUNTY CONSTRUCTION REQUIREMENTS**

- (a) **Development Contracts.** Lessee shall engage and contract with one or more duly licensed and qualified design professionals to design the Improvements. Lessee shall engage and contract with one or more construction contractors to construct the Improvements. Each of the contracts entered into by Lessee shall comply with those County requirements relating to design and construction on property owned by County and constructed for the use and benefit of private parties as specifically set forth in this Section 5, and each general contract and all subcontracts of any tier shall provide the obligation to indemnify, hold harmless and defend County for, from and against claims or losses arising from the negligence of such general contractor or its subcontractors of any tier, and shall name County as express third-party beneficiary with rights of enforcement of such obligation. If Lessee accomplishes the construction through a site development, site construction, or construction management contract, Lessee agrees that it shall include, or cause to be included, in those contracts, the requirements that all construction be performed in accordance with Applicable Laws including the requirements set forth in this Section 5.
- (b) **Bonding Requirements.** Lessee shall be required to execute, record in the public records of County, and furnish to County before commencing work on the Improvements, a payment and performance bond, and/or alternate form of security satisfactory to County and in compliance with the requirements of Section 255.05 of the Florida Statutes, in the amount of the contract price for each contract then to be undertaken on the Improvements, to assure completion of the work and payment of the costs, free and clear of all claims of subcontractors, laborers, mechanics, suppliers and materialmen. If in partial satisfaction of this requirement Lessee furnishes a payment and performance bond not by Lessee, but by Lessee's construction contractor or construction manager, then the payment and



performance bond shall name the County, the Trust, and Lessee as obligees. The payment and performance bond shall be issued through a surety authorized to do business in the State of Florida as a surety and be otherwise in compliance with the requirements set forth in Section 255.05 of the Florida Statutes, and Applicable Laws.

- (c) Small Business Enterprise. Lessee shall always comply with the requirements of County's Small Business Enterprise Program. In compliance with applicable requirements, Lessee shall deliver proposed contract and design and construction packages to the Small Business Division of the Internal Services Department of County ("SBD") for a recommendation (which shall be made in consultation with Lessee) to the County Mayor of the Small Business Enterprise subcontractor goals applicable to such design and construction. The County Mayor shall establish the Applicable Measures upon receipt of the recommendation of the SBD. Lessee shall include the Applicable Measures in design and construction documents, as applicable, and shall adhere to those Applicable Measures in design and construction activities. Lessee shall incorporate in all design and development contracts the prompt payment provisions contained in Applicable Laws with respect to Small Business Enterprises. Lessee agrees to include in construction contracts a prohibition against imposing any requirements against Small Business Enterprises that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact Small Business Enterprises. Lessee shall comply with the Small Business Enterprise requirements during all phases of construction of the Improvements. Should Lessee fail to comply with any of the Small Business Enterprise requirements, Lessee shall be obligated to make up such deficit in future phases of construction of the Improvements.
- (d) Workforce; Residents First. All construction contracts shall comply with Section 2-11.17 of the Code and Implementing Order 3-61 which require that: (i) all persons employed to perform construction shall have completed the ten (10) hour construction training course established by the Occupational Safety and Health Administration ("OSHA") of the United States Department of Labor; and (ii) the contractor will aspire to promote employment opportunities for local residents and, to the extent reasonably practicable, seek to achieve a project goal of having fifty one percent (51%) of all construction labor hours performed by Miami-Dade County residents. Lessee shall coordinate with SBD to implement the provisions of this subsection.
- (e) Workforce; Local Workforce Requirements. All construction contracts shall comply with Section 2-1701 of the Code and Implementing Order 3-37, requiring that a minimum of ten percent (10%) of the construction workers be employed from any "Designated Target Areas" located within Miami-Dade County. Lessee shall coordinate with SBD to implement the provisions of this subsection.
- (f) Responsible Wages. All construction contracts shall comply with Section 2-11.16 of the Code which requires that construction workers be paid certain published

minimum wages. Lessee shall coordinate with SBD to implement the provisions of this subsection.

- (g) Art in Public Places. The Improvements are subject to the Art in Public Places ("APP") provisions in Section 2.11.15 of the Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("Department of Cultural Affairs") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("Procedures Manual"). The Lessee shall transmit 1.5% of the cost of the Improvements (in the amount determined by the Department of Cultural Affairs under the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. Lessee is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The Procedures Manual is attached hereto as Exhibit "D."
- (h) Consideration of Sea Level Rise. Contractors shall comply with Board Resolution No. R-451-14, if applicable, which requires the consideration of sea level rise projections and potential impacts as best estimated at the time of the Project.
- (i) County Not a Party. County is not and shall not be construed as a party to any construction contract related to the Improvements nor shall County in any way be responsible for any or all claims of any nature whatsoever arising or which may arise from any such construction contract.
- (l) Additional Conditions. Any agreements entered into by Lessee for the performance and completion of the Improvements shall provide that the County is an intended third-party beneficiary of any warranties provided by the contractors, subcontractors, or materialmen performing or providing such work or materials. Such warranties shall last the period of time customarily provided by contractors, subcontractors, or materialmen providing similar work or materials on similar projects, but in no event for less than one (1) year from the date Lessee accepted the work provided by the contractor, subcontractor, or materialman providing the work or materials. If for any reason the County is unable to enforce any warranty because any such agreement does not provide that County is an intended third-party beneficiary of any warranties provided by the contractors, subcontractors, or materialmen performing or providing such work or materials, Lessee shall be required to enforce the warranty in the County's stead.
- (m) Employ Miami-Dade Program. In the construction of the Improvements, Lessee shall always comply with the requirements of Administrative Order No. 3-63. Entitled "Employ Miami-Dade Program" which, among other requirements, provides for the hiring of certain participants listed in the Employ Miami-Dade register.

- (n) Sustainable Buildings. Lessee shall be required to comply with the County's Sustainable Buildings Program, as implemented pursuant to Implementing Order 8-8.
- (o) Good Standing of Service Contractor. Lessee shall not enter into any Service Contract with a vendor that has been debarred by the County.

6. **THE WORK.**

- (a) Maintenance of the Premises. During performance of the construction of the Improvements, Lessee shall be responsible for the maintenance of the Premises. Lessee shall keep the construction area neat and orderly at all times and shall clean up and remove all rubbish and construction debris as they accumulate.
- (b) Encumbrances. Except as otherwise permitted in this Lease, including but not limited to the any encumbrances held by a Leasehold Mortgagee pursuant to Article XIV of the Lease, Lessee shall use commercially reasonable efforts to cause the Improvements to be constructed free and clear of any and all liens arising from the Improvements that encumber the Premises. In the event any such lien is filed by a contractor, consultant, or sub-contractor (of any tier), Lessee shall cause said lien to be discharged and transferred to appropriate bond within thirty (30) days after receipt of written notice of recording. If Lessee does not discharge or transfer to appropriate bond any such lien with thirty (30) days of recording, County shall have the right, but not the obligation, to cause the lien to be released by any means County reasonably deems proper. Lessee shall have the right to contest any such lien in good faith.
- (c) Quality of the Work. The work shall be done in a good and workmanlike manner, in accordance with State of Florida construction industry standards.
- (d) Laydown Areas and Construction Office Space. Laydown and staging areas for construction materials and machinery shall be located within the Premises or at other locations arranged with County and paid for by Lessee unless the County separately excuses payment. Lessee shall have the right to set up construction trailers and implement other project management requirements so long as the Improvements are self-contained on the Premises.
- (e) County Field Personnel at Property. County reserves the right to maintain a reasonable number of its field personnel and designees at the Premises to observe the construction of the Improvements and County shall be entitled to have its field personnel or other designees attend Lessee's job and/or safety meetings; provided, however, that the foregoing shall be subject to: (i) County regularly notifying Lessee of those persons who will be on the Premises; (ii) compliance by such persons with all reasonable instructions given by Lessee or its designee; and (iii) compliance by such persons with all Applicable Laws and applicable safety guidelines.

- (f) Compliance with Applicable Laws. In performing any and all of its obligations under the Lease, including those set forth in this Development Rider, Lessee shall comply with all Applicable Laws.
- (g) Completion of Construction. When the Improvements are Substantially Complete, Lessee shall furnish County with a complete set of "as built" plans and survey for the Improvements. On or before ninety (90) days following the Final Completion of the Improvements, Lessee shall provide County with two (2) signed and sealed sets of complete Improvements as-built drawings certified both by the architect(s) and/or engineer(s) of record and also by the PSM where required, which as-builts must show all changes and deviations from or to permitted plans and drawings and include as-built dimensions and elevations recorded or verified by the PSM. All as-built information regarding underground or otherwise concealed facilities shall be taken in the field concurrently with the program of construction and before facilities are covered or otherwise concealed. Otherwise, Lessee's contractor or design-builder, as the case may be, shall expose (and restore) sufficient areas of work to allow the PSM to meet the aforementioned Lessee PSM dimension, elevation, and location verification certification requirements. The as-built drawing shall be submitted to County in AutoCAD for Windows Release 14 format or later and in Geographic Information System ("GIS") as-built information format.

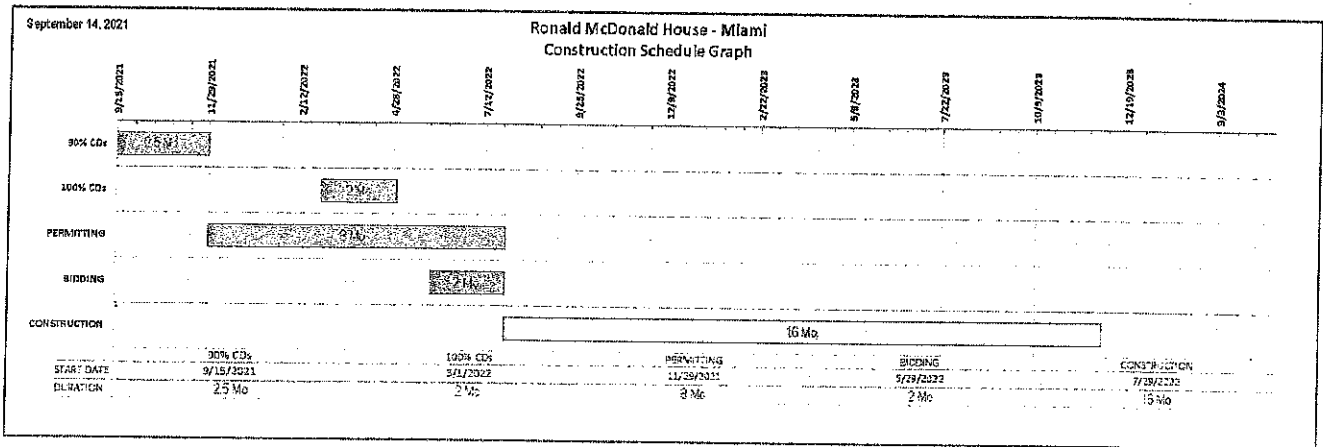
**EXHIBIT C-1**

**CONCEPTUAL SITE PLAN**



**EXHIBIT C-2**

**PRELIMINARY SCHEDULE**



## EXHIBIT "D"

### Art in Public Places Procedures Manual

#### SUMMARY

The Art in Public Places (APP) program is a requirement for all capital projects of Miami-Dade County and each municipality in Miami-Dade County that develop new government buildings that shelter people in a wholly or partially enclosed manner and serve a public purpose. New government buildings include newly constructed structures built by and/or for the County or a municipality, prefabricated structures procured for public use, and existing buildings that are converted to a new use. The County Code requires that 1½% of the capital cost of new government buildings be dedicated to public art projects through the APP program. This procedure explains:

- how to work with the Department of Cultural Affairs to implement the APP requirement;
- the processes to follow for repairing, restoring and inventorying public art works;
- procedures for municipalities to comply with the APP requirement;
- procedures for private sector capital development on land owned by local government or on private property with the building owned by local government;
- procedures for accessioning and deaccessioning artworks in the Public Art Collection; and
- "Frequently Asked Questions" that are based on policies established by the Department of Cultural Affairs and a series of opinions issued by the Office of the County Attorney to help clarify the requirements of the APP program.

#### PROCEDURE

##### General Information for Implementing APP Projects

1. Contact the Department of Cultural Affairs to set up a meeting to confirm the eligibility of the capital project for the APP program and for the Department of Cultural Affairs to review a complete capital budget for the project and to confirm that an accurate calculation of the APP contribution has been made.
2. All capital costs are included in the calculation of the 1½% APP allocation, including but not limited to:
  - architectural and engineering fees;
  - specialty consulting fees;
  - capital project management fees (for County and/or contracted services)
  - construction costs (including all systems and features that make a facility functional);
  - site work;
  - allowance accounts (e.g., permitting, surveying, inspections); and
  - contingency allowance(s).The only exclusions are land acquisition and subsequent changes to the construction contract through change orders that do not involve a major change in the project's scope.
3. Departments convey funds to APP from the moment the department receives spending authority for the capital project, upon award of design contract and/or construction contract.

APP will work with department to determine the best approach and timing for the conveyance of the funds to the Department of Cultural Affairs.

4. APP funds are used by the Department of Cultural Affairs for commissioning works of art, APP program administrative costs, and repair and restoration expenses.
5. Municipal, state, federal, private and other non-County funds for a capital project are subject to the 1½% public art requirement.
6. APP may use funds generated from a construction project for acquisition of art works for other government facilities throughout the County. Every effort is made to use funds generated by a department's project within that department.
7. Projects done through development agreements (i.e., the County contracts with another party to develop a building that the County will own now or in the future) are subject to the APP requirement.
  - All solicitations for and resulting development agreements must include the following language provided by APP regarding the requirement to transfer public art funds to Art in Public Places:

**Art in Public Places.** This Project is subject to the Art in Public Places ("APP") provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("Department of Cultural Affairs") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("Procedures Manual"). The Developer shall transmit 1.5% of the Project costs for all development on County land (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Developer is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

[https://library.municode.com/fl/miami\\_-\\_dade\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances)

<http://www.miamidade.gov/ao/home.asp?Process=alphalist>

<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

#### Tools for Departments to Implement APP

1. A completed APP Capital Project Budget Allocation Worksheet must be submitted by departments to the Department of Cultural Affairs as soon as a capital project budget is developed and prior to design contract and construction award. APP staff will confirm the accuracy of the calculation of the APP requirement for the project (see sample "APP Capital Budget Allocation Worksheet" at <http://www.miamidadepublicart.org/#tools>; this form also is available from APP staff).
2. The following language must be included by departments under the "General Conditions Section 01042 - Art in Public Places Coordination" of the departments' capital projects



contracts with architects, engineers, consultants, outside project management services, construction and development agreements:

This project is subject to the Miami-Dade County Art in Public Places requirements, pursuant to Section 2-11.15 of the Code of Miami-Dade County, managed by the Miami-Dade County Department of Cultural Affairs as detailed in Procedure 358 in the Miami-Dade County Procedures Manual (see <http://www.miamidadepublicart.org/#tools> or <http://intra.miamidade.gov/managementandbudget/procedures.asp>).

3. Examples of prior APP projects, the list of members of the APP Trust and other APP background information can be found at [www.miamidadepublicart.org](http://www.miamidadepublicart.org).

#### The APP Artists Selection Process

1. APP works collaboratively with departments on developing the artists' selection process:
  - To identify opportunities for public art in a project (with departments' project managers, planners and architects);
  - To understand the unique features of the department's capital project (e.g., community impact, timetable requirements, etc.); and
  - To draft the "Call to Artists" (i.e., the APP request for artists' qualifications and/or proposals).
2. An APP Professional Advisory Committee (PAC) is convened to review artists' submissions and to make art commissioning recommendations to the APP Trust. PAC members are arts and design professionals appointed by the APP Trust.
  - Departments attend and participate in the PAC selection process (especially, project managers/architects/engineers and representatives from the specific users of the building).
  - Community representatives can participate at the departments' and APP's discretion.
  - The size and scope of the project help determine the opportunities identified for public art and the number of artists that may be selected to work on a project.
3. The PAC's recommendations of artists are approved and finalized by the Art in Public Places Trust (a 15-member board appointed by the Board of County Commissioners).
4. APP staff manages the work of the selected artists and closely coordinates this work with departments' project managers, architects/engineers/specialty consultants and contractors.

#### Keys to Successful APP Projects

1. Calculation of APP project funds must be done by using the APP Capital Budget Allocation Worksheet in consultation and concurrence with APP staff and based on actual capital project contract awards including but not limited to A&E, consultants' and contractors' awards.
2. It is essential to contact APP as soon as capital project planning begins so that the timetable for the artists' selection process can be coordinated with the overall project's early design work.

3. Departments' full involvement with APP in identifying opportunities for art works, participating in the selection process and developing the art projects helps ensure that departments' needs can be addressed.
4. Departments must include APP requirements and APP-authorized contractual language in all capital projects agreements and contracts.
5. Representatives from departments must be identified for clear, consistent and regular communication and coordination with APP staff for each stage of the work - planning, A&E selection, design, construction, and commissioning; these representatives must have direct access to decision-making authority for APP issues.
6. Departments must keep APP fully informed of capital project developments and especially of changes in order to avoid additional APP costs (e.g., redesign of art works, artists' delay claims, storage costs for art works, etc.); costs associated with failure to communicate with APP are the responsibility of the department.
7. The APP project manager must be included on the department's project management team, the artist(s) on the A&E team and the artist's fabricator/installer on the contractor's team; this is essential to ensure that departments' capital projects and the development of art works remain interlocked (e.g., planning, design and construction of the building is coordinated closely with the development and installation of the art work).

#### Repair and Restoration

1. Art in Public Places will dedicate 15% of all new public art allocations to a repair and restoration fund that will be utilized for specialized tasks required to restore and/or repair works of art in its collection (i.e., these funds are allocated from within the 1½% of APP funds generated by the capital project). These funds will be replenished on an ongoing basis with proceeds from new commissions.
2. Regular maintenance requirements of the commissioned artwork and the costs of regular maintenance are discussed and coordinated with the department in advance of the project completion to ensure the long-term care of the work and are the responsibility of the department.
3. Contact APP before undertaking maintenance and/or repair of any art work. Works of art may require specialized treatment for upkeep and qualified professionals for maintenance or repair.
4. When a work of art is designed as an integrated part of a building, it simply may require that the department conduct standard cleaning procedures. For example, an artist-designed terrazzo floor typically requires the same kind of maintenance as a regular terrazzo floor and the department is responsible for doing the day-to-day maintenance. Please call APP if there is any question about the care of a department's integrated art work.
5. Art works fabricated from special materials may require specialized maintenance treatment. For example, a bronze or stone work of art must be cleaned and treated with a specific maintenance product of a certain brand. Please call APP for guidance regarding the maintenance of art works made of special materials.
6. It is the departments' responsibility to train cleaning crews regarding the treatment of public art works to ensure proper care; APP is available to provide guidance for this training.
7. It is the departments' responsibility to inform tenants and lessees of their facilities about the care and requirements of public art works and to include provisions in tenant and lease

agreements that make tenants and lessees responsible for the cost of repairing damages to public art works that are the result of negligence by the tenant or lessee.

### Repair

1. Never attempt to repair an art work.
2. Contact APP immediately to report any damage to an art work and an APP staff member will be responsible for assessing the damage and determining the repair procedures. Please contact David Martinez-Delgado, Department of Cultural Affairs, for assistance (305-375-1067; david.martinez-delgado@miamidade.gov).

### Inventory: Departments' Responsibilities

1. Departments are responsible for conducting an annual inventory of their public art works and for reporting the results to APP.
2. Departments must appoint an APP liaison responsible for the annual inventory and annually inform APP regarding contact information for this individual.
3. Departments cannot move or relocate works of art; APP must be contacted if a department wants to move or relocate a work of art.
5. Site specific and/or integrated works of art (i.e., works of art that are incorporated as an integral part of a building or structure) may not be moved without the review and approval of the Art in Public Places Trust. When possible, the Art in Public Places Trust will seek the advice and/or involvement of the artist in regard to the advisability and feasibility of moving her/his work of art.

### Inventory: APP's Responsibilities

1. APP annually will provide departments with a list of the art works and locations of the works in the departments to initiate the annual inventory.
2. APP will provide departments with contact information for its Collections Manager who is responsible for the inventory results.
3. APP will respond to departments' requests to move or relocate art works.

### Information for Municipalities to Implement APP Projects

1. Municipal governments are required to implement the APP provision set forth in the County Code.
2. Municipalities have the option of enacting their own art in public places programs and administering their own public art projects or working collaboratively with Miami-Dade Art in Public Places for APP to administer, manage and implement their public art projects.
3. If the municipality chooses to implement its own public art projects, the city is responsible for enacting its own art in public places ordinance which adheres to the minimum standards set forth in Section 2-11.15 of the Code of Miami-Dade County ("Code"). APP is available to provide guidance to municipalities in regard to enacting their own ordinances and establishing their programs. The following highlights requirements and guidance for municipal art in public places programs:

- 1½% of the total capital cost of new government buildings must be allocated for the commission or purchase of artworks as defined in the Code and these procedures;
  - a competitive, quality-based artist selection process must take place and a selection committee with knowledge and expertise in the visual arts must select the art work;
  - APP funds must be used solely for commissioning works of public art and a professional artist must be contracted with to implement the public art project;
  - a percentage of the APP funds may be set aside for program administrative costs and repair and restoration expenses for the public art project. It is recommended that up to 15% of the total public art allocation be set aside for costs associated with administering the project and up to 15% be set aside for costs associated with the future repair or restoration of the public art project;
  - Miami-Dade County Department of Cultural Affairs and its APP staff are available to work with municipalities to assist them and confirm that they are meeting the APP program's requirements;
  - Municipalities must consult with Section 2-11.15 of the Code in regard to the minimum standards and notice required to enact and administer their own art in public places program;
  - for General Obligation Bond-funded (GOB) projects, APP funds must be spent within the project that generates the APP funds; and
  - if a municipality chooses to implement its own public art projects, but requires the technical assistance of Miami-Dade County APP, a negotiated administrative fee can be determined based upon the complexity and duration of the project.
4. If the municipality does not enact its own art in public places program and/or chooses to work collaboratively with Miami-Dade APP to implement the public art requirements, Miami-Dade APP will oversee and provide services, highlighted as follows:
- work collaboratively with the municipality and its project team to identify opportunities for public art in the facility;
  - draft and distribute Call to Artists;
  - administer artist selection process;
  - coordinate the submission of the recommended artist(s) to the Miami-Dade APP Trust;
  - provide contract language for municipality's architect and contractor contracts to ensure APP coordination;
  - provide technical assistance to the selected artist(s) and serve as liaison between the artist(s) and commissioning municipality and its project team;
  - manage contract negotiations and process payments with artist(s);
  - coordinate installation of art work(s) with the municipality's project managers, architects/engineers/specialty consultants and contractor;
  - if a municipality chooses to work collaboratively with Miami-Dade APP, not less than 15% of the total public art funds will be allocated to Miami-Dade Department of Cultural Affairs for costs associated with its administration of the public art project - this administrative percentage may change in consultation with the Department of Cultural Affairs based on the complexity and duration of the administrative services required for the public art project;

- should the entirety of the APP management services not be required, a negotiated administrative fee can be determined based upon the level of APP services required and the complexity and duration of the project; and
  - if required by the municipality, the selected artist(s)/artwork(s), along with an alternate recommendation, will be presented to and reviewed by the municipality's governing body prior to the final approval of the Miami-Dade APP Trust.
5. Municipalities will own the resulting public art works and will be responsible for the maintenance, repair (as necessary), and inventorying of public art works. Municipalities can consult with Miami-Dade APP for technical assistance with these responsibilities.
  6. County facilities located, or intended to be located, within the boundaries of a municipality are governed solely and exclusively by the Miami-Dade County Art in Public Places program.

Information for Private Sector Capital Development on Land Owned or Leased by Local Government or on Private Property with the Building Owned, Leased or Operated by Local Government

1. Capital projects done through agreements with a private entity, including but not limited to leases or development agreements (i.e., the local government contracts with another party to develop a building that the local government will own now or in the future), are subject to the APP requirement if:
  - The project meets the eligibility criteria for the public art requirement (e.g., it is a building that shelters people in a wholly or partially enclosed manner); and
  - The project serves a public purpose whether operated by local government or on its behalf, by a private operator; and/or
  - The project relies on surrounding or adjacent local government buildings to function and is an integral component of the overall infrastructure of a public complex (e.g., a cargo facility at the airport);
  - The project advances a public policy objective (e.g., an office building or residential development that encourages public transit ridership); and/or
  - The project enhances a patron experience at a local government facility (e.g., a restaurant).
 Capital projects that are done through agreements with a private entity, including but not limited to leases or development agreements, may not be eligible for the art in public places requirement if the project meets the following criteria:
  - The agreement between the local government and the private entity has a provision that allows the private entity the option to purchase the facility; and/or
  - The project has no public purpose and is not part of a complex of surrounding or adjacent local government buildings that function as a public complex and/or does not enhance a patron experience at a local government facility.
2. Capital projects that include complexes in which one or more of the buildings and/or a portion of a building meet the criteria for the APP requirement need to comply with the APP requirement for those eligible buildings and/or eligible portions of the building (e.g., a public parking garage built as a part of a private development complex that otherwise may not be subject to the APP requirement).

3. Determinations as to the applicability of the public art requirement are made by the Director of the Miami-Dade Department of Cultural Affairs, are based on the section 2-11.15 of the County Code, Administrative Order 3-11 and the Miami-Dade Procedures Manual (Procedure No. 358), and may be considered by the Review Committee as set forth in Administrative Order 3-11, prior to consideration of the Board of County Commissioners.
4. Private entities must work collaboratively with Miami-Dade APP to oversee the artist commissioning process to ensure the highest level of artistic quality and adherence to the program's requirements, as outlined in these procedures. APP will oversee and provide services, highlighted as follows:
  - work collaboratively with the private entity and its project team to identify opportunities for public art in the facility;
  - work with the private entity to calculate the APP project funds, using the APP Capital Budget Allocation Worksheet based on actual capital project contract awards including but not limited to A&E, consultants' and contractors' awards;
  - provide the private entity with a payment schedule for the conveyance of the APP project funds to the Department of Cultural Affairs;
  - draft and distribute the Call to Artists;
  - administer the artist selection process;
  - coordinate the submission of the recommended artist(s) for the review and approval of the Miami-Dade APP Trust;
  - provide contract language for private entity's architect and contractor agreements to ensure APP coordination; and
  - provide technical assistance to the selected artist(s) and serve as liaison between the artist(s) and commissioning private entity and its project team.

Once an artist is commissioned, the private entity may choose to oversee the implementation of approved public art projects or work collaboratively with Miami-Dade APP for it to oversee and provide services for the project's implementation. If APP administers the entire project, the private entity shall remit an amount not less than 15% of the total public art funds to the Miami-Dade Department of Cultural Affairs for costs associated with its administration of the public art project; this administrative percentage may change at the discretion of the Department of Cultural Affairs based on the complexity and duration of the administrative services required for the public art project. Should the entirety of the APP management services not be required, a negotiated administrative fee can be determined based upon the level of APP services required and the complexity and duration of the project. If APP oversees the implementation, APP's services are highlighted as follows:

- manage contract negotiations and process payments with artist(s);
  - coordinate the installation of art work(s) with the private entity's project managers, architects/engineers/specialty consultants and contractor; and
  - oversee the artist's work on design, fabrication, installation and commissioning of the art work(s).
6. The private entity must commit 15% of the total public art allocation for costs associated with the future repair and restoration of the public art project and remit the funds to the Miami-Dade

County Department of Cultural Affairs for this purpose, no later than the art work's completion.

7. Miami-Dade County will own the resulting public art work(s) and will be responsible for costs associated with the implementation of repairs (as necessary and as long as repairs are not the result of negligence on the part of the private entity, in which case the cost of repairs is the responsibility of the private entity), and inventorying of the public art work(s).
8. Regular maintenance requirements of the commissioned art work(s) and their costs are the responsibility of the private entity. These needs will be discussed and coordinated with the private entity in advance of the project completion to ensure the long-term care of the work.
9. Works of public art may not be moved without the review and approval of Art in Public Places. Site specific and/or integrated works of art (i.e., works of art that are incorporated as an integral part of a building or structure) may not be moved without the review and approval of the Art in Public Places Trust. When possible, the Art in Public Places Trust will seek the advice and/or involvement of the artist in regard to the advisability and feasibility of moving her/his work of art.

#### Accession Procedures

1. **Accessioning is the formal acceptance of an artwork into the Miami-Dade County Art in Public Places Collection (Collection). Accessioning artwork into the Collection indicates the intent to apply professional standards of care, display, and maintenance over the life of the artwork, or until the artwork is no longer displayable and is deaccessioned from the Collection.**
2. **Artworks will be entered into the Collection inventory as soon as a commissioning or purchasing contract is executed and these inventory entries will be annotated as "works in progress" with periodic updates included as necessary to describe the status of completion accurately. Artworks will be annotated as fully accessioned in the Collection inventory only upon completion of all facets of the commissioning or purchasing contract or of the required review process for gifts and other artworks. Conditions, restrictions, or limitations cannot be attached to the accessioning that would limit the use of the artwork.**
3. **The signed contract transferring title for the artwork and clearly defining the rights and responsibilities of all parties will accompany every acquisition.**
4. Acquisitions result from:
  - Projects of the Miami-Dade County Art in Public Places Program pursuant to Section 2.11.15 of the Miami-Dade County Code;
  - Gifts with a fair market value greater than \$1,000, which will be reviewed and accessioned in accordance with the Miami-Dade County Administrative Order No. 1-3;
  - Gifts with a fair market value less than \$1,000 that are reviewed and accepted by the Art in Public Places Trust; or
  - Other artworks, including but not limited to work that are un-accessioned items found in the existing Public Art Collection or in the possession of Miami-Dade County government

that are determined to have sufficient artistic merit and recommended for inclusion in the Miami-Dade County Public Art Collection. Factors considered in making this recommendation include: the quality of the work; the artist's intent for the work to be considered a stand-alone art work; the degree to which the design, materials and execution of the work constitutes a finished work of art; the suitability of the work to be placed on public display in furtherance of the mission of the APP program; and the commitment to exercising accountability and care for works of art created through the APP commissioning process and/or owned by the County. These artworks must be reviewed and accepted by the Art in Public Places Trust.

5. All acquisitions will be entered into the Collection inventory and added to the Internal Services Department (ISD) Capital Inventory Record.
6. Once the Art in Public Places program takes possession of an artwork, it should have the sole right to determine how and when that artwork is shown, safeguarded, or de-accessioned, subject to its professional practices and policies and in accordance with County policy.

#### Deaccession Procedures

1. The deaccessioning of artwork is the removal of an object from the Miami-Dade County Art in Public Places Collection. This includes the removal of the artwork from its public site, removal from the maintenance cycle, and moving of records, both hard copy and electronic, into a Deaccessioned Collection file and as required by Miami-Dade County Administrative Order No. 8-2, transferred into the archived portion of the ISD Capital Inventory Record. Deaccessioning will be considered only after a careful evaluation of the artwork within the context of the Collection as a whole and will be consistent with Miami-Dade County Administrative Order No. 8-2 – Care, Control and Disposal of County Property. Only the Miami-Dade County Art in Public Places Trust has the authority to deaccession artworks in the Art in Public Places Collection.
2. Once an artwork has been accessioned, it may not be deaccessioned on the basis of content.
3. An artwork may be considered for deaccession under the following conditions only:
  - The artwork cannot be located after reasonable and diligent searches. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for unlocated artwork(s) and an investigation report and recommendation must be submitted to ISD;
  - The artwork has been damaged beyond repair, damaged to the extent that it no longer represents the artist's intent, or damaged to the extent that the expenses of restoration and repair are found to equal or exceed current market value of the artwork. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for damaged or destroyed artwork(s) and an investigation report and recommendation must be submitted to ISD;
  - The artwork is not, or is only rarely, on display due to lack of a suitable site;
  - For site-integrated or site-specific artworks, the site for which the artwork was specifically created is structurally or otherwise altered and can no longer accommodate the artwork, is made publicly inaccessible as a result of new construction, demolition, or security



- enhancement, or has its surrounding environment altered in a way that significantly and adversely impacts the artwork;
- For site-integrated or site-specific artworks, the site for which the artwork was specifically created is sold or acquired by an entity other than Miami-Dade County;
  - The artwork was purchased as a semi-permanent acquisition and the County's predetermined period of obligation is terminated;
  - There is a documented history of incident(s) that shows the artwork is a threat to public safety;
  - The artist legally exercises the right of disassociation granted by the Visual Artists Rights Act of 1990, preventing the use of his or her name as the creator of the artwork;
  - The artwork requires excessive maintenance and/or the condition or security of the artwork cannot be reasonably guaranteed;
  - The artwork has been determined by the Art in Public Places Trust deaccession process to be of inferior quality relative to the quality of other works in the Collection or the County wishes to replace the artwork with a work of more significance by the same artist; and/or
  - At the time of accessioning, complete information on the provenance of the artwork was not available, or more information has since become available, indicating that the artwork should not be part of the Miami-Dade County Art in Public Places Collection.
4. Department of Cultural Affairs staff will prepare a written recommendation for deaccession of artworks from the Collection based on one or more of the conditions in Section 3 above for review and evaluation by the Miami-Dade County Art in Public Places Professional Advisory Committee (Professional Advisory Committee), and subsequent review, evaluation and action by the Art in Public Places Trust. The staff reserves the option of hiring a consultant for advice on specific elements of the artwork being considered through the deaccession process.
  5. Artists whose work is being considered for deaccession shall be notified by mail using the current address provided by the artist. Artists also shall be notified of the recommendation of the Professional Advisory Committee and of the Art in Public Places Trust meeting scheduled to consider this recommendation.
  6. All legal documents relating to the artwork, including but not limited to contracts with the artist and agreements related to a donation of the artwork as applicable, will be consulted as part of the deaccession process. When applicable and feasible, the donor of an artwork under consideration for deaccessioning will be notified.
  7. At a Professional Advisory Committee meeting, Miami-Dade County Department of Cultural Affairs staff will present reports on artworks to consider for deaccession that include:
    - Reasons for the suggested deaccession accompanied by such other documentation and information as may be relevant;
    - Acquisition method, cost, and estimated current market value;
    - Documentation of correspondence with the artist;
    - Photo documentation of site conditions (if applicable);
    - In the case of damage, a report that includes the official police and investigation reports and recommendation, and documents the original cost of the artwork, estimated market value, and the estimated cost of repair; and/or

- In the case of theft or loss, the official police and investigation report and recommendation, including when possible, a report prepared by the agency responsible for the site of the loss.
8. The Professional Advisory Committee will then make a recommendation to the Miami-Dade County Art in Public Places Trust, including actions regarding the disposition of the artwork pursuant to Section 9 below. If the Professional Advisory Committee recommends that an artwork be retained, an explanation stating the Committee's reasons and recommendations shall be set forth in the minutes of the Committee's meeting and shall be submitted to the Art in Public Places Trust. The Trust may decide to seek additional information.
9. The decision to deaccession artwork will result from a resolution requiring a majority vote by the Miami-Dade County Art in Public Places Trust. Upon this decision to deaccession artwork, the Trust will consider what action should be taken, with priority given to public benefit from the Collection. Every step will be taken to arrive at a mutual balance between observing the rights of the artist and public benefit. Actions will be consistent with Miami-Dade County Administrative Order No. 8-2 and may include:
- Trade through artist, gallery, museum, or other institutions for one or more other artwork(s) of comparable value by the same artist or to reduce the purchase price of a replacement artwork;
  - Long-term or permanent loan offered first to other governmental units and then, to eligible community based organizations, such as museums or educational/non-profit institutions, subject to being afforded equal participation opportunity to review and select the artwork(s);
  - Donation first to other governmental units and then, to eligible community based organizations, such as museums or educational/non-profit institutions, subject to being afforded equal participation opportunity to review and select the artwork(s);
  - Sale to interested potential bidders with "first offer" right to governmental units located within Miami-Dade County, in compliance with Administrative Order No. 8-2 governing surplus County property. Any pre-existing contractual agreements between the artist and the County regarding resale shall be honored, including but not limited to the original artist's having first right of refusal to purchase his or her artwork at its current market value;
  - In special situations, the Miami-Dade County Art in Public Places can negotiate the transfer of an artwork to another entity. For site-integrated or site-specific artworks, when the site for which the artwork was specifically created is sold or acquired by an entity other than Miami-Dade County, the ownership of the artwork can transfer to that entity. Artwork in the Public Art Collection should be in exhibitable condition and continue to reflect the artist's original intent. Should the artwork selected for transfer need to be repaired cleaned, or restored, the negotiated transfer will include conservation provisions and, unless negotiated otherwise, the receiving entity pays for the restoration. The receiving entity should have an art plan that defines their commitment to the artist and the continued care of the artwork; and/or
  - For artwork(s) not able to be disposed of by the methods outlined above, destruction or recycling of materials comprising the artwork, in accordance with Chapter 274 of the Florida Statutes, so that no piece is recognizable as part of that artwork.

10. In the event the artist disagrees with the decision of the Miami-Dade County Art in Public Places Trust, the artist may request reconsideration of the deaccession. This request must be filed in writing with the Miami-Dade County Department of Cultural Affairs within 30 days of the Trust's deaccession decision, and it must be based on information that was not considered during the Professional Advisory Committee's and the Art in Public Places Trust's meetings on the deaccession.
11. The Miami-Dade County Department of Cultural Affairs will work cooperatively with the Internal Services Department, Fixed Assets & Division Operations section of the County regarding the implementation of this policy for deaccessioned artworks and will notify ISD about all actions under formal consideration and taken by the Miami-Dade County Art in Public Places Trust affecting artwork(s) in the County's inventory.
12. A report will be sent to the County Mayor, Board of County Commissioners and ISD regarding the Miami-Dade County Art in Public Places Trust's action(s) regarding deaccessioned artworks.
13. The artwork, or its remains, shall be disposed of by the Miami-Dade County Art in Public Places staff, or its agents, upon deaccession action. It is the obligation of the Miami-Dade County Art in Public Places Program to ensure that all disposals with regard to the Collection be formally and publicly conducted and adequately documented in accordance with applicable provisions of the Florida Statutes and the Code of Miami-Dade County utilizing a variety of disposal methodologies.
14. A permanent record of the artwork's inclusion in the Miami-Dade County Art in Public Places Collection, and reasons for its removal, shall be maintained in a Deaccessioned Collection file, and will be kept as a separate section of the Miami-Dade County Art in Public Places Collection records. Miami-Dade County Department of Cultural Affairs staff will notify ISD Fixed Assets & Division Operations section of all deaccessioned artwork(s) so that the artwork(s) can be deleted from the Department's Capital Inventory Record.
15. No artworks shall be sold or traded to a member of a governing body or staff of Miami-Dade County government including the members of the Miami-Dade County Art in Public Places Trust and its Professional Advisory Committee, consistent with Miami-Dade County conflict of interest policies.
16. All proceeds from the sale of any artwork from the Miami-Dade County Art in Public Places Collection shall be deposited in the Art in Public Places Trust Fund. Funds from artwork sales may be used in any manner consistent with the enabling legislation of the Art in Public Places program and County policies regarding public artwork.

### Frequently Asked Questions

1. Applicable Projects and Costs.
  - What if we are uncertain about whether the APP requirement applies to a project or components of a project?
  - Call APP staff if you have any questions about the APP requirements. In addition, the FAQs below may provide answers to your questions.
2. Contingency Allowances.

- Are contingency allowances covered by the APP requirement, even if eventually they are not used or fully used for the project.
  - Yes. The APP allocation is calculated and transferred to APP upon the award of the contract.
3. Calculation of APP Amount.
- How does a capital project accurately calculate the 1 ½% APP requirement amount?
  - A completed APP Capital Project Budget Allocation Worksheet must be submitted by departments to the Department of Cultural Affairs as soon as a capital project budget is developed and prior to design contract and construction award. APP staff will confirm the accuracy of the calculation of the APP requirement for the project and the final Worksheet must be signed by the department and the Department of Cultural Affairs (see sample “APP Capital Budget Allocation Worksheet” at <http://www.miamidadepublicart.org/#tools>; this form also is available from APP staff).
4. Project Changes
- Are the costs associated with significant changes in a project’s scope and budget subject to the APP requirement?
  - Yes. Typically, regular additive change orders are subject to the APP requirement as they are paid for from the project contingency allowance which is covered by the APP requirement. More significant scope additions which are accompanied by increases to the project’s capital budget are subject to the APP requirement.
5. Inspector General.
- In calculating the APP allocation, should the Inspector General cost be included in the base for the APP calculation?
  - Yes, the APP calculation is taken against the total contract amount.
6. Capital Outlay Reserve Funds (CORF).
- Are construction projects funded by the Capital Outlay Reserve Fund covered by the APP requirement?
  - Yes. The APP requirement applies to all County construction projects for new buildings.
7. Funding Sources That Disallow Public Art.
- Does the APP requirement apply to construction projects that are funded by grants or other sources which disallow public art?
  - If a grant or another funding source specifically prohibits the use of funds for compliance with the APP requirement, the department must use other funds to satisfy the APP requirement.
8. General Obligation Bond (GOB) Projects.
- Does the APP requirement apply to GOB projects?
  - Yes, the APP requirement applies to all County construction projects for new buildings. In addition, the APP requirement applies to GOB projects for new buildings done by municipal governments.
9. Capital Work Done by the County.
- Does the APP requirement apply to the cost of architectural and engineering services performed by County personnel and to the cost of in-house construction labor, materials, and/or machinery?

- Yes. The APP requirement applies to the construction cost of new government buildings regardless of the source of funds for the project.
10. Private Sector-Funded Projects.
- Does the APP requirement apply to buildings financed and constructed on County property by private sector investors?
  - Yes. The APP requirement applies to the construction cost of new government buildings regardless of the source of funds for the project. Please see the section “Information for Private Sector Capital Development on Land Owned or Leased by Local Government or on Private Property with the Building Owned, Leased or Operated by Local Government.”
  - What happens if the APP funds are not included in the development agreement with the private sector and/or are not collected by the department from the private sector?
  - The department will need to convey the funds for the APP requirement from another revenue source.
11. Conveyance of APP Funds.
- When are funds conveyed to APP? Whom do we contact for details about conveying funds?
  - Funds are conveyed to APP when the department receives spending authority for the capital project. For example, when an A&E contract is authorized, 1½% of the contract must be conveyed to APP. Please contact Patricia Romeu, Department of Cultural Affairs, for instructions to convey funds (305-375-5920; romeu@miamidade.gov).
12. Cancellation of Capital Projects
- Do APP costs incurred to date need to be covered by the department if the capital project is cancelled?
  - Yes.
13. Demolition.
- Does the APP requirement apply to demolition costs?
  - Yes, if demolition is part of a construction project that is covered by the APP requirements.
14. Building Additions.
- Are additions to an existing structure covered by the APP requirement?
  - Yes, additions are considered to be “new government buildings.”
15. Building Adaptations.
- Are existing buildings that are acquired and converted for a new governmental use covered by the APP requirement?
  - Yes, the acquisition cost of the building (excluding the estimated cost of the land) and the capital costs of the conversion of the building for a new governmental use are covered by the APP requirement.
16. Structures
- Does APP cover structures that are built by or for the County that serve the public (e.g., parks, playgrounds, bridges, pre-fabricated shells, utilities buildings, etc.)?
  - Yes, if the structure is intended to be used directly by the public.
17. Equipment.
- Are equipment costs subject to the APP requirement?
  - Yes. The APP requirement covers all systems and features that make a facility functional, even if the equipment is acquired through a separate contract.

18. Parking Garages.

- Does the APP requirement apply to a parking garage?
- Yes.

19. Roadways, Sidewalks Parking and Site Improvements.

- Does the APP requirement apply to roadways, sidewalks, parking and site improvements?
- Yes, if the roadways, sidewalks, parking (e.g., parking lots) and site improvements (e.g., site lighting, signage, etc.) are part of a construction project that is covered by the APP requirement.

20. Selection of Art Must Be by APP.

- Can a department satisfy the APP requirement by selecting and purchasing an artwork itself?
- No. Works of art must be selected in compliance with the process required by the APP program and overseen by the APP Trust and staff. Please see the section, "The APP Artists Selection Process" on page 2.

21. Adherence to the Art in Public Places Requirement.

- Can departments waive the APP requirement?
- No. Section 2-11.15 of the Miami-Dade County Code sets forth the requirements for the APP program and provides that only the Board of County Commissioners has the authority to waive the APP requirement. Administrative Order 3-11 prescribes a process involving a Review Committee which can be convened to conduct a hearing of a request for a waiver and states that the Review Committee will evaluate such requests as follows: "If the facility does not conform to the definition of 'new governmental building' a waiver will be recommended to the Board of County Commissioners. Only the BCC is authorized to grant waivers. Waivers must be secured prior to the award of the construction contract."

22. Required Art in Public Places Language

- Can departments change the required APP language that is provided in this Procedure?
- No, departments must use the following language in all solicitations for APP eligible capital projects:

This project is subject to the Miami-Dade County Art in Public Places requirements, pursuant to Section 2-11.15 of the Code of Miami-Dade County, managed by the Miami-Dade County Department of Cultural Affairs as detailed in Procedure 358 in the Miami-Dade County Procedures Manual (see <http://www.miamidadepublicart.org/#tools> or <http://intra.miamidade.gov/managementandbudget/procedures.asp>).

23. Unsuitable Locations.

- Does the APP requirement apply to a new building that may not provide a suitable location for a public artwork and may the APP funds be transferred for expenditure to another site?
- Yes. The APP requirement covers all new government buildings. There is no requirement in Section 2-11.15 of the Miami-Dade County Code that artworks be located at the site of the project that funded the artwork. APP will work with departments to identify suitable alternative locations.

24. Donations of Artwork.

- What is the process for departments to accept donations of art work(s)?
- The process for accepting gifts of art works is covered by Administrative Order No. 1-3. It requires that the APP Trust and its Professional Advisory Committee review and provide the department with a recommendation for all donations of artwork or commemorative and/or memorial structures of artistic merit, valued in excess of \$1,000. The donation of art work(s) does not satisfy the APP requirement for an eligible capital project.

**CONTACT(S):**

**Department/Division**

Department of Cultural Affairs

**REFERENCE DOCUMENT(S):**

Section 2-11.15 of the Miami-Dade County Code

Administrative Order 3-11, Art in Public Places Program Implementation and Fund Transfer Procedure

Administrative Order No. 8-2, Care, Control and Disposal of County Property

Administrative Orders No. 1-3, Gifts to the County

Copies of all County Attorney Opinions related to these procedures are maintained by the Department of Cultural Affairs