MEMORANDUM

Agenda Item No. 9(A)(1)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	July 1, 2025
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving and authorizing the County Mayor to: (1) execute a Development Agreement between Dulce Vida Apartments, LLC. and Miami-Dade County for the design and construction of 8,500 square feet of ground-floor space of the new Dulce Vida Apartments, located at 1785 NW 35 Street, Miami, Fl 33142, for use as the Allapattah Branch Library, for an estimated cost of $4,921,000.00; (2) execute a 30-year lease, which includes two 30-year options to renew, for a $1.00 per year base lease payment; (3) execute an Interlocal Agreement with the City of Miami; and exercise all actions necessary to effectuate the rights and provisions contained therein

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.

for
Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: July 1, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving a Development Agreement and Lease Agreement between Dulce Vida Apartments, LLC. and Miami-Dade County for Property Located at 1785 NW 35 Street, Miami, Florida, 33142, Folio Number: 01-3127-009-0140, a portion of which will be utilized as the new Allapattah Branch Library; and approving an Interlocal Agreement with the City of Miami

Summary

This item is for the approval of a Development Agreement and a Lease Agreement ("Lease") between Dulce Vida Apartments, LLC ("Developer" and "Landlord"), a Florida limited liability company, and Miami-Dade County ("County"), a political subdivision of the State of Florida, for the development of, and subsequent lease of, a replacement Allapattah Branch Library of approximately 8,500 square feet of ground-floor space within the new Dulce Vida Apartments affordable and workforce housing development ("Development"). This Development will be constructed at 1785 NW 35 Street, Miami, Florida, 33142, on property currently owned by the City of Miami ("City") but is soon to be conveyed to the Developer, a portion of which includes the existing Allapattah Branch Library that will be replaced as part of this Development.

At its meeting of November 17, 2022, the City approved Resolution Number R-22-0435 authorizing a Purchase and Sale Agreement between the Developer and the City to convey the Development site to the Developer, with such conveyance expected to occur in 2025. A condition of the Purchase and Sale Agreement is that a replacement Allapattah Branch Library be included as part of the new Development. The County has been working with the Developer throughout the design and permitting process to provide input on the design, specifications, and layout of the new library, which will include a larger (8,500 square feet vs. current 5,200 square feet) state-of-the-art library to replace the existing 1960's-era building. The Developer is responsible for the cost and expense for the design and construction of the overall Development, with the County is responsible for the costs associated with the buildout of the interior library space. The County's budget for the buildout of the library space is estimated at $4.921 million (Exhibit G) and is included in the Library's Adopted Budget, inclusive of construction costs, furniture, fixtures, and equipment, and project contingency.

During the construction period, expected to begin in late 2025, the County will vacate the existing library and establish a temporary library space in a portion of the Community Action and Human Services Department's facility located at 1897 NW 20 Street until the new library is completed. Upon completion of construction of the Development, the County will occupy the new library space pursuant to the Lease Agreement (Exhibit F) between the Developer and the County. The term of the Lease is for an initial 30 years, with two additional 30-year terms available for renewal. The County will pay base rent of $1 per year throughout the term of the Lease and will also pay common area maintenance costs throughout the term of the Lease as estimated in the Fiscal Impact section below.

Recommendation
It is recommended that the Board of County Commissioners approve the terms of and authorize the execution of 1) the Development Agreement and the Lease Agreement between the County and Dulce Vida Apartments LLC for the purposes described above, and 2) an Interlocal Agreement between the City of Miami and the County providing for continued occupancy of the library in the event the property were to revert back to the City. More specifically, the resolution does the following:

- Approves the Development Agreement (Attachment 1) providing for the terms, conditions, and the County's expenditure authority by which the Developer will construct a replacement Allapattah Branch Library within the Development and the County will be responsible for the cost of the buildout of the interior library space; and
- Approves the Lease Agreement (Attachment 2) with the Developer providing for the terms, conditions, and County's expenditure authority by which the County will occupy and operate the new library upon completion of the Development; and
- Approves an Interlocal Agreement with the City of Miami (Attachment 3) providing for continued occupancy of the library in the event the property was to revert back to the City of Miami.

Scope
The existing and replacement Allapattah Branch Library is located in Commission District 3, which is represented by Commissioner Keon Hardemon.

Fiscal Impact/Funding Source
The fiscal impact for the Development and Lease Agreements is as follows:

Development Agreement
The Developer is solely responsible for the design and construction of the overall Development. The estimated fiscal impact for the County's portion of the buildout of the new library is $4.921 million, including construction and permitting, furniture, fixtures, and equipment, and project contingency, as further described in Exhibit G. The source of funding is Library District revenues included in the Library's Adopted Budget

Lease Agreement
Upon commencement of operations of the new library, estimated sometime in FY 2026-27, the fiscal impact to the County for the first year of the Lease term is estimated to be $69,797.00, including annual base rent of $1 and a total of $8.21 per square foot for the County's pro rata share of building common expenses, as follows:

- $40,375.00 ($4.75 per square foot) in building common area maintenance fees, including building repairs and maintenance, grounds/landscaping, utilities, and building management and operating expenses
- $22,792.00 ($2.68 per square foot) for building insurance expenses
- $6,630.00 ($0.78 per square foot) for estimated real estate taxes
- Annual lease management fees to PIOD equal to approximately 5 percent of the fair market rent at the time of lease commencement; and

For the first ten years of the Lease, inclusive of annual Consumer Price Index adjustments and reconciliation of expenses, the cumulative fiscal impact is estimated to be $800,143.00 and will be budgeted from Library District revenues.

Track Record/Monitor
The County has no record of negative performance issues with the Developer/Landlord. Lisa Thompson, Capital Program Manager for the Miami-Dade Public Library System, will be responsible for managing the Development Agreement and buildout of the new library, and Natalia Pastor, of the People and Internal Operations Department, will be responsible for management of the Lease.

Delegation of Authority
This item authorizes the County Mayor or the County Mayor's designee to execute the Development Agreement, Lease Agreement, and, upon approval by the City of Miami, the Interlocal Agreement (the Agreements), and to take all actions necessary to effectuate the Agreements, and to exercise all other rights conferred therein, including but not limited to, the right to exercise the optional renewal terms set forth in the Lease and the right to terminate the Lease.

Background
The Allapattah Branch Library has been located at this location since approximately 1963, originally a branch of the former City of Miami Library System prior to the creation of, and consolidation with, the Miami-Dade Public Library System (County) in 1972, at which time the County became responsible for the operation and maintenance of several library locations within the City of Miami via an Agreement providing for the County to lease, operate and maintain the library facilities (Resolution No. R-1551-71). Under this Agreement, the City retained ownership of the City libraries, including the Allapattah Branch, with the County responsible for staffing, operations, and maintenance of the facilities. As referenced in the Summary section of this memorandum, at its meeting of November 17, 2022, the City approved Resolution No. R-22-0435 authorizing a Purchase and Sale Agreement between the Developer and the City to convey the property to the Developer for the purposes of a redevelopment project that will include a new affordable and workforce housing building, an on-site parking garage that will include 26 parking spaces for library staff and patrons, and the replacement Allapattah Branch Library.

Dependent on the Developer's timeline to complete conveyance of the property and finalize permitted plans, it is anticipated the County will need to vacate the existing Allapattah Branch Library sometime in 2025. As referenced earlier, a temporary library space within a Community Action and Human Services Department facility at 1897 NW 20 Street will be established during the construction period.

Cathy Burgos
Chief Community Services Officer

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 1, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

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 ____, majority plus one ____, 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) ____, 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. 9(A)(1)
7-1-25

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) EXECUTE A DEVELOPMENT AGREEMENT BETWEEN DULCE VIDA APARTMENTS, LLC. AND MIAMI-DADE COUNTY FOR THE DESIGN AND CONSTRUCTION OF 8,500 SQUARE FEET OF GROUND-FLOOR SPACE OF THE NEW DULCE VIDA APARTMENTS, LOCATED AT 1785 NW 35 STREET, MIAMI, FL 33142, FOR USE AS THE ALLAPATTAH BRANCH LIBRARY, FOR AN ESTIMATED COST OF $4,921,000.00; (2) EXECUTE A 30-YEAR LEASE, WHICH INCLUDES TWO 30-YEAR OPTIONS TO RENEW, FOR A $1.00 PER YEAR BASE LEASE PAYMENT; (3) EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF MIAMI; AND EXERCISE ALL ACTIONS NECESSARY TO EFFECTUATE THE RIGHTS AND PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

Section 1. Incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Development Agreement between the County and Dulce Vida Apartments, LLC., in substantially the form attached hereto as Attachment "1" and incorporated herein by reference. The Board further authorizes the County Mayor or County Mayor's designee to exercise all provisions contained in the Development Agreement, including executing any and all documents on behalf of the County.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the 30-year lease with Dulce Vida Apartments, LLC., as landlord, and Miami-Dade County, as tenant, in substantially the form attached hereto as Attachment "2" and incorporated herein by reference and further authorizes the County Mayor or County Mayor's designee to exercise all provisions contained therein including renewal and termination following review and approval by the County Attorney's Office.

Section 4. Directs the County Mayor or County Mayor's designee to provide the Property Appraiser's Office with a copies of the executed lease agreement within 30 days of its execution. Further, pursuant to Resolution No. R-974-09, this Board: (a) directs the County Mayor or County Mayor's designee to record the lease agreement in the Public Records of Miami-Dade County and to provide a recorded copy thereof to the Clerk of the Board within 30 days of execution; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of the Lease agreement together with this resolution.

Section 5. Authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement with the City of Miami, in substantially the form attached hereto as Attachment "3", upon execution by the City of Miami.

The foregoing resolution 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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of July, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Melanie J. Spencer

ATTACHMENT 1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into and made effective as of this [____] day of [_____], 2025 (the "**Effective Date**"), by and among **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the "**County**"), and **DULCE VIDA APARTMENTS, LLC**, a Florida limited liability company ("**Developer**").

R E C I T A L S

WHEREAS, the Developer is subject to City of Miami Resolution Number R-22-0435 ("City Resolution" attached, together with the Purchase and Sale Agreement defined below, as **Exhibit A**), adopted by the City of Miami (City) Commission on November 17, 2022, outlining various terms and conditions, including a Purchase and Sale Agreement, and will receive by quitclaim deed title to the property located at 1785 Northwest 35th Street, Miami, Florida, 33142, Folio number: 01-3127-009-0140 (the "Property"), a portion of which property is currently serving as the Allapattah Branch of the Miami-Dade Public Library System, and more particularly described on **Exhibit B,** attached hereto and made a part hereof;

WHEREAS, The City and the Developer entered into a Purchase and Sale Agreement (the "PSA") dated March 21, 2023 with respect to the Property, which PSA was amended by i) First Amendment to Purchase and Sale Agreement ("First Amendment") dated June 5, 2023, ii) Second Amendment to Purchase and Sale Agreement ("Second Amendment) dated September 11, 2024 and iii) Third Amendment to Purchase and Sale Agreement ("Third Amendment) dated February 3, 2025 (the PSA, the First Amendment, the Second Amendment, and the Third Amendment together with such amendments or modifications as the City and Developer may agree to hereafter collectively, the "Purchase and Sale Agreement", attached as part of **Exhibit A**).

WHEREAS, the City Resolution authorized the conveyance of the Property to the Developer for the purpose of constructing workforce and affordable housing, and the design and construction of a replacement Allapattah Branch Library, collectively described hereinafter as the Project (the" Project"), for the purposes of the entire development, and as the Library (the "Library"), for the purposes of terms and conditions associated with the design, construction, and operations of the library space within the Project; and

WHEREAS, the City Resolution also requires a temporary Allapattah Branch Library be established throughout the planning, design, and construction of the Project and requires the Developer and the County to enter into a Lease Agreement prior to completion of the Project to establish terms and conditions for the County's continuous occupancy, operations, and provision of public library services in the new Library; and

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

T E R M S:

1. INCORPORATION OF RECITALS.

The foregoing Recitals are true and correct and are hereby incorporated herein by this reference. If there is a conflict between any of the Recitals and the Terms of this Agreement, the Terms of this Agreement as set forth below shall govern and control.

2. DEFINITIONS.

"Applicable Law" any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, Development of Regional Impact and Florida Building Code requirements and regulations, all applicable impact fee requirements, Chapters 119 and 286 of the Florida Statutes, all applicable provisions of Section 2-11.15 of the Code (Art in Public Places), all applicable provisions of Section 9-71 through 9-75 of the Code (Sustainable Buildings Program), and all other applicable requirements contained in this Contract. All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Contract are posted on the County's website www.miamidade.gov.

"**Approved Change Order**" shall mean a Developer Change Order or County Change Order approved in accordance with the terms of this Agreement, or any Governmental Change Order (as such Change Orders are defined in Section 5 (o) of this Agreement).

"Bad Actor" shall mean any business, organization, and/or individual, including the affiliates of another business entity, concern, or person, that is, or has within the past twelve (12) months, been debarred, disqualified, removed, or suspended from performing or bidding on any work, of any type or nature, for or with Miami-Dade County. A Bad Actor shall also mean any business, organization, and/or individual in which any of its key officers, and/or the business itself, is the subject of a civil judgment, or has been convicted of, any criminal prosecution (felony or misdemeanor), by any court of competent jurisdiction, for the commission of any of the following offenses: Fraud, Embezzlement, Theft, Forgery, Bribery, Falsification, Destruction of Records, Making False Statements, Receiving Stolen Property, or any offense with an element involving moral turpitude or criminal activity with respect to a public contract, or a contract funded in whole or part with public funds.

"Board" shall mean Miami-Dade County's Board of County Commissioners.

"Budget" means an estimate of total Library Costs (as defined below), for the Library Buildout (as defined below) all to be paid by the County out of funds allocated by the County or

derived from grants obtained by the County or from other sources, provided that Developer shall have no obligation to provide funds to apply to the Budget, which Budget shall be agreed to in writing by Developer and County as a condition to the parties' obligations under this Agreement, and set forth on **Exhibit G** to this Agreement, to be attached upon its adoption by Developer and County.

"**Building Permit**" means any permit issued by the City of Miami or other Building Departments or Building Officials having jurisdiction, including any foundation, building or phase permits.

"**Business Day**" shall mean all days, other than Saturdays, Sundays and legal holidays recognized by Miami-Dade County and those on which banking institutions are generally closed in the State (as hereinafter defined). If any time period set forth in this Agreement expires on a day other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

"**Certificate of Completion**" shall mean a certificate of completion with respect to the Gray Shell Buildout issued by the applicable Governmental Authority for the Library portion of the Project.

"**Certificate of Occupancy**" or "**CO**" shall mean a final or permanent certificate of occupancy (except where the reference is specifically to a temporary certificate of occupancy) issued by the applicable Governmental Authority for the Project or for the Library portion of the Project.

"Change Order" shall mean a written document indicating any modifications to any set of Final Plans, resulting in a change in the contract price and/or contract time, or a material change in the work.

"**City**" shall mean the City of Miami and its City Commission.

"**Closing**" shall mean the transfer and conveyance by the City of Miami to the Developer, in accordance with the Purchase and Sale Agreement, of all right, title and interest in the Property (including the obligation to incorporate the Library into the completed Project) by Quit Claim Deed, and recordation thereof promptly thereafter in the public records of Miami-Dade County.

"Closing Date" shall mean the date by which the City and the Developer have met the obligations, conditions, and covenants of the Purchase and Sale Agreement with the City to close on the Property and convey title by quitclaim deed, subject to and including any extensions provided for in the Purchase and Sale Agreement.

"**Construction Schedule**" shall have the meaning set forth in Section 5 (m) below.

"County Change Order" shall mean a Change Order that County desires to implement.

"County's Representative" shall mean the individual designated by the County from time to time to serve as County's representative under the Agreement. The initial County's

Representative shall be Lisa Thompson, Library Capital Programs Director, unless and until the County designates another individual as County's Representative.

"**Design Professional Contract**" shall mean each contract between Developer and a Design Professional with respect to architectural and/or engineering services with respect to the Project.

"Design Professionals" shall mean the Project Architect, engineers (including without limitation all civil, structural, mechanical, electrical, plumbing, and geotechnical engineers), and/or any other design professionals or consultants retained for the Project selected by Developer pursuant to this Agreement.

"Developer's Representative" shall mean the individual designated by Developer from time to time to serve as Developer's representative under the Agreement. The initial Developer's Representative shall be any of Joel Furrer and Victor Brown, unless and until Developer designates another individual as Developer's Representative in writing to the County in accordance with Section 18.

"Effective Date" shall mean the date written on the first page of this Agreement, which shall be the date that this Agreement is fully executed by all Parties including execution by the County Mayor or County Mayor's designee; such execution shall not occur until Board approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the County Mayor approves of such Board action as evidenced by authorized signature of the Agreement, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the County Mayor's veto that may be voted on at the next regularly scheduled meeting of the Board after the veto occurs.

"**Final Completion**" shall mean the occurrence of all of the following: Developer has (a) completed all of the work for the Project, in accordance with the Final Plans, as modified by Approved Change Orders; (b) achieved the completion of all Punch List Items, correction of all deficiencies from the Final Plans noted at time of Substantial Completion, and completion of all required final inspections by applicable Governmental Authorities, delivery of all spares and extra materials, closeout documentation, and activation of all warranties; (c) made final payment to all contractors, subcontractors, materialmen, suppliers and laborers for the work thereon, and delivered all final lien waivers (or made provisions for bonding any liens); (d) closed all construction-related permits, except to the extent Applicable Law requires them to remain open; and (e) obtained the issuance of a final CO for the Project; (f) received approval by the County for the Library portion; and (g) received LEED certification of Silver, or its equivalent, as applicable.

"Final Plans" is defined in Section 5(f) of this Agreement.

"Force Majeure" shall mean the occurrence of any (i) act of terrorism deemed a terrorism act by any Governmental Authority, (ii) war, violent act of foreign enemy or armed conflict, (iii) insurrection, riot or civil commotion, (iv) blockade or embargo, (v) epidemics, pandemics, quarantine or severe health alerts issued by a Governmental Authority relating thereto, (vi) any

named windstorms crossing over Miami-Dade County, (vii) fire, explosion, or flood, (viii) an official or unofficial strike, lockout, go-slow, or other labor dispute, (ix) governmental ordered closures, or (x) restraint by court or public authority. In the event that either party is prevented, hindered, or delayed in performing any of its obligations hereunder as a result of a Force Majeure occurrence, such party shall notify the other party, in writing, of the occurrence of such event, in which event such party shall be excused from the performance of its obligations hereunder for so long as the event of Force Majeure continues, as limited below, provided the affected party demonstrates that the occurrence (i) is beyond the control of the party; (ii) could not have been avoided by due care; and (iii) such occurrence materially and directly impairs the ability of the affected party to perform. Further, In no event shall a Force Majeure period exceed one hundred and eighty days (180), unless further extended, upon approval by both the Developer and the County (by the County Mayor or County Mayor's designee), which approval shall be granted in their reasonable discretion. Such additional time shall not exceed an additional one hundred and eighty days (180).

"**Governmental Authority or Authorities**" shall mean any and all local, county, state and/or federal governmental, quasi-governmental, judicial and/or regulatory bodies, agencies, authorities, bureaus, commissions, boards, departments (in each case, acting in their regulatory capacity) or other entities or any arbitrator with authority to bind a party at law.

"**Gray Shell Buildout**" shall mean the portion of the Library to be designed and constructed by and at the Developer's sole cost and expense, to include the work and materials listed on **Exhibit I-1** attached hereto and incorporated herein.

"**Hazardous Material**" shall mean any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed or regulated now or in the future by any Environmental Laws, including without limitation: (a) chlorinated solvents; (b) petroleum products or by-products; (c) asbestos; (d) polychlorinated biphenyls; (e) anything that would be a hazardous waste, material or substance, toxic substance or pollutant under any Environmental Laws; (f) any substance present in any medium which: (i) the environment limits or for which Chapter 24 of the Code provides clean up target levels; (ii) causes a nuisance as defined in Section 24-5, Section 24-27 or Section 24-28 of the Code; or (iii) is defined in Sections 376.301 or 403.031, Florida Statutes; and (g) any conditions of the environment (including, without limitation, natural resources, soil, surface water, ground water, any actual or potential drinking water supply sources, substrata or the ambient air), relating to or arising out of or caused by the use, handling, storage, cleanup, treatment, recycling, generation, transportation, release, spilling, leaking, pumping, emptying, discharging, injecting, escaping, leaching, disposal, dumping, threatened release or other management or mismanagement of regulated substances.

"**Library**" means an approximately 8,500 square foot, built-to-suit, ground floor space, as permitted by Applicable Law, designed and constructed by the Developer on the Property as part of the Project, in accordance with the County's Program Plan and Design Criteria detailed throughout **Exhibit E**, pursuant to the express terms of this Agreement, for use as the new Allapattah Branch of the Miami-Dade County Public Library System. The Library shall have access to at least 26 parking spaces in the Project's parking garage designated or otherwise available for the sole and exclusive use of the Library and its visitors during Library operating hours (including extended hours during Library special events), with a minimum of twelve (12) of

the designated parking spaces free of charge for Library employees and service providers (i.e., janitorial, security guard, etc.) and the remainder available to Library visitors at a free or reduced rate to be determined by the Developer as provided for in the Lease.

"Library Buildout" shall mean the portion of the Library (above Gray Shell Buildout) to be designed and constructed by the Developer, at County's cost and expense, as provided in Section 5q of this Agreement, to include the work and materials listed on **Exhibit I-2** and in accordance with the County's Program Plan and Design Criteria detailed in **Exhibit E**, attached hereto and incorporated herein.

"Library Costs" shall mean all the costs above Gray Shell Buildout related to the development, construction, equipping and furnishing of the Library in accordance with the work and materials listed on **Exhibit I-2** and the County's Program Plan and Design Criteria detailed in **Exhibit E**, in accordance with the Budget (including contingency line item(s) ("Contingency") and County Change Orders) set forth on **Exhibit G** to this Agreement, subject to County Change Orders in excess of Contingency funds.

"Library Program Plan and Design Criteria" shall mean those specifications, design criteria, design narrative, and performance measures set forth in **Exhibit E** and upon which design and coordination and revisions to the Plans, and construction of the Library Buildout shall be based.

"**Permits**" shall mean any and all development, zoning, platting, subdivision, site plan, design, plans and specifications, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Governmental Authorities pertaining to the Project.

"Plans" shall mean, collectively, the design and construction drawings, plans and specifications for the Project, including the Library, and developed by the Project Architect and the other Design Professionals and approved by the parties in accordance with the terms set forth in the Agreement. The term "Plans" shall include the Site Plan.

"Post-Closing Occupancy" means the rights of the County for continued use and occupancy of the existing library on the Property after Closing, if needed, and until needed by the Developer for construction activities, or the County's relocation to a Temporary Library location, whichever occurs first.

"Prohibited Person" shall mean any of the following: (i) any person or entity (whose operations are directed or controlled by an individual) who has been convicted of or has pleaded guilty in a criminal proceeding for a felony or who is an on-going target of a grand jury investigation convened pursuant to United States laws concerning organized crime; or (ii) any person or entity organized in or controlled from a country, the effects of the activities with respect to which are regulated or controlled pursuant to the following United States laws and the regulations or executive orders promulgated thereunder to the extent the same are then effective: (x) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, et seq., as amended; (y) the International Emergency Economic Powers Act of 1976, 50 U.S.C. §1701, et seq., as amended; and (z) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6 (j)

of the Export Administration Act of 1979, 50 U.S.C. App. § 2405(j), as amended (which countries are, as of the date hereof, Iran, Sudan and Syria); or (iii) any person or entity who has engaged in any dealings or transactions (i) in contravention of the applicable money laundering laws or regulations or conventions or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time-to-time or any published terrorist or watch list that may exist from time to time; or (iv) any person or entity who appears on or conducts any business or engages in any transaction with any person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control list located at 31 C.F.R., Chapter V, Appendix A or is a person described in Section 1 of the Anti-Terrorism Order; or (v) any person or entity who appears on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes; or (vi) any person or entity who has been debarred pursuant to the Miami-Dade County Code of Ordinances.

"Project" shall mean the design and construction of a new building on the Property which shall include the Library on the ground floor, an on-site parking garage, and a minimum of one hundred seventy (170) affordable residential units to be occupied by eligible residents, and related amenities.

"Project Architect" shall mean the architect(s) to be selected by the Developer as the architect of record for the design and preparation of the Plans in accordance with this Agreement.

"Project Contractor" shall mean the third-party general contractor for the Project selected by the Developer in accordance with the Agreement.

"**Project Costs**" means all costs and expenses incurred by Developer in connection with the design, entitlement, permitting, financing, development, construction and completion of the Project, including the Library, without limitation, all customary and reasonable costs relating to surveyors, permitting, insurance and surety related expenses, legal, accounting, and any other fees and expenses directly related to the development of the Project, the cost of all labor, construction materials, furniture, fixtures, equipment, landscaping and hardscaping incorporated into the Library portion of the Project, including but not limited to, locating and installing any required facilities for sewer, water, electrical, and other utilities as needed to service the Project.

"Punch List Items" shall mean those uncompleted items related to the construction of the Library and any elements of the Project that are required for access to and use of the Library that do not materially or unreasonably interfere with County's safe, legal and efficient use of the Library for its intended purposes; provided, however, that any outstanding items shall not constitute Punch List Items and Substantial Completion shall not be deemed to have occurred in the event the list of outstanding items with respect to the Library has a reasonable value that equals or exceeds $205,000 or includes any components which prevents the issuance of a certificate of occupancy or completion for the Library or prevents the Library from having beneficial use of the space. Incomplete items relating to elements of the Project other than the Library or its infrastructure, including without limitation installation of landscaping, hardscaping or street furniture or any incomplete elements of the residential portion of the Project shall not be

considered Punch List Items if these items do not impact the function, safety, accessibility of the Library, nor impact the costs to be borne by the County for the operation and maintenance of the Library, such impacts which shall be determined in the County's sole discretion. Punch List Items shall be closed within thirty (30) days of Developer issuing the Punch List.

"**Site Plan**" shall mean the Developer's Site Plan attached to this Agreement as **Exhibit D**.

"**State**" means the State of Florida.

"Substantial Completion" or **"Substantially Completed"** shall mean the time and date at which the construction and development work that Developer is required to complete under the express terms of this Agreement for the Library has progressed to the point where such work is sufficiently complete, in accordance with the Final Plans, and all specifications contained therein, so that the Library can be fully occupied and utilized for the purposes for which it is intended such that a temporary CO (subject only to completion of Punch List Items) or, if issued sooner, final CO can be issued for the Project.

"Temporary Library" shall mean the location established to serve as a temporary Allapattah Branch Library during construction of the Project and until such time as the new Library is available for occupancy, use, and operation for its intended purpose as evidenced by a temporary CO, or, if issued sooner, a final CO.

3. DEVELOPER'S OBLIGATIONS, CONDITIONS PRECEDENT, AND COVENANTS FOR CLOSING.

For the purposes of this Agreement, the Purchase and Sale Agreement establishes specific Conditions Precedent and Covenants related to the County and the Library, including the requirement to enter into this Agreement, which upon approval by the Board, will establish the terms, conditions, and obligations of the Developer and the County related to:

(a) the Existing Lease with the City and post-Closing terms and conditions with the Developer for continued occupancy of the existing library by the County, if needed; and

(b) design, construction, and build-out of the Library, in accordance with the Library Program Plan and Design Criteria specifications detailed in **Exhibit E** of this Agreement; and

(c) a Temporary Library location leased by the County as detailed in Sections 4 and 6 of this Agreement; and

(d) terms and conditions of a Lease Agreement (the "Lease") for the ongoing operations of the Library within the Project as detailed in substantially the form attached hereto in **Attachment 2** of this Agreement.

The terms, conditions, and obligations related to the above are further outlined throughout this Agreement and Exhibits, as follows:

4. **EXISTING LEASE AGREEMENT AND POST-CLOSING OCCUPANCY**. Further to Section 3(a) above, the Developer acknowledges the City of Miami Lease Agreement **(Exhibit C**), dated May 15, 2007 **(**the **"**Existing Lease**"),** between the County and the City of Miami for the County's continued use of the existing Allapattah Branch Library. When the Developer has reached Closing of the Property, the Developer shall permit the County to continue to operate the existing Allapattah Branch Library under the terms of the Existing Lease. The Developer shall provide the County with notice of its scheduled Closing Date, with such Closing Date serving as the County's notice to vacate the existing Allapattah Branch Library and relocate to the Temporary Library, if such relocation has not already occurred. The County shall vacate the existing Allapattah Branch Library no later than sixty (60) days from the Closing Date unless the County and Developer mutually agree to a longer relocation period.

5. **DESIGN AND CONSTRUCTION OF THE LIBRARY**. Further to Section 3(b) above, the Developer shall design and construct a new turnkey built-to-suit Library within the Property, as part of the Project, on the ground floor, with approximately eight thousand, five hundred (8,500) square feet of space, or larger, upon agreement by County and Developer, with a minimum of 26 parking spaces solely and exclusively designated or available for the Library during Library operating hours (including extended hours during Library special events) in the Project's parking garage, with a minimum of twelve (12) designated parking spaces free of charge for library employees and service providers (janitorial, security guard, etc.) and the remaining fourteen (14) spaces available for library visitors at a free or reduced rate as provided for in the Lease, to be determined by the Developer, as permitted by City code, in accordance with the terms, conditions, and specifications that follow and that are attached:

(a) Responsibilities of Developer. Developer shall be responsible for the design, permitting, development, and construction of the Project, including the Library, all in accordance with the terms and conditions of the Agreement. The Developer shall be solely responsible for costs and expenses to design, develop, permit, and construct the Library to a Gray Shell Buildout, as defined on **Exhibit I-1**. Developer shall also be responsible for the Library Buildout (above Gray Shell) and selection, oversight, and management of all contractors and consultants necessary to design, develop, permit, construct, and buildout the Library in a diligent, high quality, competent, and professional manner, all in accordance with the provisions of this Agreement. After Developer awards the general contract, the Developer will provide a detailed Schedule of Values cost estimate of each lump sum bid item for the Library Buildout, to be used as a basis to determine monthly progress payments to the Developer by the County. The Schedule of Values shall indicate a complete breakdown of estimated labor and material of all categories of work following the Construction Specifications Institute (CSI) format for organizing construction information on the Library Buildout.

(b) Responsibilities of the County. County shall be solely responsible for payment of costs and expenses to the Developer to design, develop, permit, and construct the completion of the Library Buildout, as defined, and in accordance with the Library Program Plan and Design Criteria detailed in **Exhibit E** and the Project Budget in **Exhibit G**.

(c) Design and Construction Documents. All Plans involving the Library shall be subject to the plan approval process set forth in Section 5. All costs and expenses associated with the County's or County's consultants' review of the Plans shall be borne solely by the County.

(d) Developer's Preliminary Site, Conceptual, and Schematic Plans. The preliminary site, conceptual, and schematic plans proposed by the Developer for the Library portion of the Project is attached hereto as **Exhibit D** (the "Developer's Site Plan") and shall serve as the basis of design, approximate square footage, and construction drawings for the Library. Developer shall prepare all Plans for both the Gray Shell and Library Buildout of the Library in accordance with the Library Program Plan and Design Criteria **(Exhibit E).** Developer acknowledges and agrees that the Library Program Plan and Design Criteria are minimum requirements for the design and construction of the Library and in no event shall Developer or any of its Design Professionals or Contractors undertake any designs, Plans, work, or construction for the Gray Shell or Library Buildout that do not adhere to the specifications and requirements set forth in the Library Program Plan and Design Criteria without the prior, written consent of the County, which consent shall be granted, conditioned or denied in the reasonable discretion of the County. Developer further acknowledges that preliminary, conceptual, and schematic Plans will lack details that the County will need to review and approve as the drawings and specifications progress into design development and construction drawings.

(e) County Rights in Development of Design and Construction Documents. County shall have the right to review, comment and approve the preliminary conceptual and schematic plans for the Library and do the same during further development of the Plans for the Library at each of the following stages: (i) fifty percent (50%) and one hundred percent (100%) of the design development phase, and (ii) fifty percent (50%) and one hundred percent (100%) of the construction documents phase. The 50% design development phase set of Plans shall further define the design of the Library based on the Schematic Design Plans, and each subsequent set of Plans shall further define the design of the Library based on the immediately prior Plans approved or deemed approved by the County and shall always be consistent with the Library Programmatic Plan and Design Criteria in **Exhibit E**. Developer shall exercise reasonable diligence in both incorporating the County's comments and resolving any objections raised by the County into its Plans, unless Developer provides a written explanation of why such comments should not or cannot be incorporated into its Plans, and in resolving any objections raised by the County. During any review when the County provides comments on the Plans or specifications as part of the review process it is expressly understood that those comments will be incorporated into the next phase of the design in the absence of written objections by Developer. Neither the County's provision of design comments in a timely manner, nor the Developer's failure to incorporate the County's comments without a written explanation of how the comment i) did not meet the Library design standards or ii) should not or cannot be incorporated, will result in any delay being attributed to the County. The 100% design development documents shall include and show, without limitation, to the extent they impact or relate to the Library portion of the Project, preliminary architectural elevations, structural, grading and drainage plans, utilities, low voltage, mechanical, HVAC design and equipment, sewer and service connections, locations of ingress and

egress to and from the Library, parkways, parking areas, lighting, design and locations for outdoor signs, landscaping, and structures all sufficient to enable the County to make an informed judgment about the design and quality of construction. The 50% construction Plans shall include and show, without limitation, to the extent they relate to the Library portion of the Project, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from the Library portion of the Project, curbs, gutters, parkways, lighting, design and locations for outdoor signs, landscaping, and structures all sufficient to enable the County to make an informed judgment about the design and quality of construction. The final 100% construction Plans shall include and show, without limitation, to the extent they relate to the Library portion of the Project, preliminary grading and drainage plans, soil tests, utilities, low voltage, mechanical, HVAC design and equipment, sewer and service connections, locations of ingress and egress to and from the Library portion of the Project, curbs, gutters, parkways, lighting (including fixture types), complete fixture schedules, accessory call outs to include finishes, design and locations for outdoor signs, and structures all sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction.

(f) Plans Approval, Comment Process, and Timeframes. County shall provide its comments (if any) to the Plans related to the Library, to Developer within the time frames set forth in this Section and provided such comments are reasonable and consistent with the immediately prior Plans approved or deemed approved by the County, Developer shall in turn submit such comments to the Project Architect (and any other applicable Design Professionals) so the Plans and other documents can be revised accordingly before submission of the Project Architect's next phase of Plans. County's approval of the Plans may be granted, conditioned, or withheld in accordance with this section and failure of the County to respond within fifteen (15) Business Days of Developer's submission to the County shall be deemed the County's approval of such Plans, provided that the applicable Plans do not modify the terms of the Agreement (in which event, the failure to timely respond shall not be deemed a County approval of such Plans, or constitute a County delay). Further, the County's provision of design comments in a timely manner shall also not be a County delay. The one hundred percent (100%) complete Plans at each design phase (i.e., design development phase and construction documents phase), as finally approved by County and Developer, shall be initialed by the parties and, once initialed, shall be deemed incorporated into this Agreement by reference. County shall have a period of fifteen (15) Business Days for all Plans identified in this Section 5 to advise Developer, in writing, of its approval, comments or disapproval of same. In the event County disapproves of any Plans submitted by Developer, County shall include in its written notification the specific reasons for disapproval and the steps necessary to correct same. In the event of disapproval of any Plans by County in accordance with the previous sentence, Developer shall incorporate any corrections in the subsequent set of Plans issued. If Developer believes the County's comments are not in accordance with the Library's Program Plan and Design Criteria, the Developer will explain in writing how any comment is not in accordance and the County will be given five (5) Business Days to reply. No Plans that require the approval of County hereunder shall be deemed approved unless and until (i) County approves same in writing or (ii) County fails to respond to request for approval within such fifteen (15) Business Day period. County may not unreasonably

withhold, condition or delay its approval of any Plans that require its approval hereunder; provided, however, that the County's disapproval of any Plans that are inconsistent with the Library Program Plan and Design Criteria and/or with previously approved (or deemed approved) Plans shall be a reasonable basis for disapproval. If County has previously approved any aspect of the Plans without comment and no portion of any revised set of Plans has affected the earlier-approved aspect, County shall have no right to disapprove that which it approved earlier, unless required by Applicable Laws.

(g) <u>Final Plans</u>.

i. When the final 100% design and construction plans are complete and approved by the Developer and the County pursuant to Section 5 (f) above (the "Final Plans"), Developer shall deliver to the County two (2) sets of the Final Plans, including one Mylar set, one CADD file set, and electronic specifications and working drawings for the portion of the Project that includes the Library, which are signed and sealed by an architect or professional engineer licensed to practice such in Florida.

ii. Developer shall promptly notify County of any changes to the Final Plans requested by the Governmental Authorities in connection with the review of the Final Plans and issuance of any Permits for the Project.

iii. Revisions to each set of the Final Plans relating to the portion of the Project that includes the Library that are required by applicable Governmental Authorities (each herein, the "Revised Complete Plans") will be made by the Project Architect (in conjunction with the other Design Professionals, as necessary). County shall have a period of fifteen (15) Business Days from receipt of a set of Revised Complete Plans to review and approve or disapprove same, and the County's failure to timely respond shall be deemed approval and shall not be considered a County delay. County's approval of the Revised Complete Plans may be granted, conditioned or withheld in accordance with Section 5.

iv. In the event County disapproves a set of Revised Complete Plans in accordance with subsection (iii) above, Developer and County shall, within ten (10) Business Days (or such longer period as may be reasonably necessary for the parties to convene) of the date of County's written disapproval, detailing County's objections, convene a meeting of the Project Architect, any other required Design Professionals, County's Representative and Developer's Representative. The purpose of the meeting shall be to review the Revised Complete Plans along with County's written objections and to work towards remedying such objections so that a revised set of Revised Complete Plans, as mutually agreeable by Developer and County, can be re-submitted to the Governmental Authorities. Developer shall then cause the Revised Complete Plans to be further revised, if necessary, to address County's proper objections made in accordance with the foregoing provisions and resubmit same for County's review. Objections raised by the County pursuant to this section that require revisions to the Plans shall not constitute a County delay. Within ten (10) Business Day of County's receipt of the further Revised Complete Plans, County shall: (a) approve such Revised Complete Plans (in which case such Revised Complete Plans shall be the Complete Plans with respect to the Project

depicted therein); or (b) disapprove such Revised Complete Plans with specific written objections to same, and the County's failure to timely respond shall be deemed approval. The parties shall continue the foregoing process until County approves of (or is deemed to have approved) the Revised Complete Plans and the parties shall reasonably work together continuing this review and revision process until the Revised Complete Plans have been so approved (or deemed approved). County's approval of revised sets of the Revised Complete Plans may be granted, conditioned or withheld in accordance with Section 5**.**

v. Upon County's approval (or deemed approval) of a set of Revised Complete Plans, which shall include any changes required by the Governmental Authorities that have been provided to the County for review, Developer will promptly resubmit the Revised Complete Plans to the Governmental Authorities for approval. Any further changes to the resubmitted Revised Complete Plans requested or required by the Governmental Authorities shall be handled in accordance with the procedures set forth in this Section. Each set of the Revised Complete Plans as approved by the Governmental Authorities shall be initialed by the parties, and, once initialed, shall be deemed incorporated into this Agreement by this reference and included in the Final Plans.

vi. When the Final Plans have been approved (or deemed approved) by the City and/or other Governmental Authorities, Developer shall deliver to the County two (2) sets of the approved Final Plans, to the extent that they relate to the portion of the Project that includes the Library, including one Mylar set, one CADD file set, and electronic specifications and working drawings for the Project, which are signed and sealed by an architect or professional engineer licensed to practice such in Florida. At project completion, the Developer shall provide the County with an updated and complete set of plans related to the library that include any revisions made during construction and reflect the as-built conditions.

(h) <u>Final Plan Disputes.</u> County and Developer shall attempt to resolve any disputes concerning the Final Plans related to the Library that may arise during construction in good faith with the Project Architect, other Design Professionals, Project Contractor or other required parties, as applicable. In furtherance thereof, upon the request of either party, Developer shall coordinate a meeting (similar to the Construction Meetings) with the Project Architect or any other appropriate party to review the Final Plans related to the Library or components impacting the safety, accessibility, legality and function of the Library and discuss any issues, disputes or other concerns of the parties relating to the Final Plans as stated herein as often as reasonably required to resolve disputes and avoid delays in the Project.

(i) <u>Project.</u> Notwithstanding Developer's responsibility for the administration and construction of the Project pursuant to the Plans, upon Developer's request, County shall provide guidance (and meet with the Project Architect, the other Design Professionals and Developer) and such other detail for the design of the Library to ensure that the Plans (including the Final Plans) meet the needs of County. As such, upon Developer's request, County shall actively participate in and work with the Project Architect, the other Design Professionals and Developer on the development of the Plans.

(j) Rights to Plans. Developer shall be the owner of the Plans prepared by or under the direction of the Project Architect and other Design Professionals for the Project. Developer shall obtain a written consent from the Project Architect and any other applicable Design Professionals in favor of County ensuring that County shall have the full and unconditional right and license to use the Plans, but solely for any subsequent maintenance, repair, replacement, modification and/or reconstruction of the Library (but not for any other or future library design or construction unrelated to the Library) and that, to the extent of such use right and license, County shall be the owner of the portion of the Plans related to the Library Buildout.

(k) County Approval of Plans. The County's approval of any Plans pursuant to this Agreement will be undertaken pursuant to the County's future occupancy, and not governmental or regulatory, capacity. The County's approval of any Plans pursuant to this Agreement shall not relieve Developer of its obligations under law to file such Plans with any department of the County, the City or any other Governmental Authority having jurisdiction over the issuance of Building Permits or other permits and to take such steps as are necessary to obtain issuance of such permits. Developer acknowledges that any approval given by the County pursuant to this Agreement shall not constitute an opinion or agreement by the County that the Plans are structurally sufficient or in compliance with any Applicable Laws, and no such approval shall impose any liability upon the County.

(l) Construction Progress. Developer and County shall cooperate with each other and, where necessary, with the Design Professionals and Project Contractor, in good faith to address any issues pertaining to the conformance of the work to the Design and Construction Documents and Final Plans, proposed or potential changes, concerns (if any) raised by the parties and other matters pertaining to the construction, occupancy and operation of the Library. The parties shall use the Construction Meetings (as defined herein) to address all the foregoing matters. Developer shall cause the Project Architect to certify to Developer and County, the construction commencement, progress payment requests from the Contractor, and Substantial Completion and Final Completion once such events have occurred. Developer will provide County with updated progress schedules when the Substantial or Final Completion date for the Project changes. These updated schedules must be submitted within five (5) Business Days of known impact to either such completion date.

(m) Construction Schedule. A preliminary construction schedule for the construction and completion of the Project and the Library will be provided by Developer to County as of thirty (30) days before the Closing Date and shall be updated from time to time by Developer. The final construction schedule ("Construction Schedule") of the Project and the Library will be provided by Developer to County within ten (10) days after: (i) Developer awards the construction contract to the Project Contractor; and (ii) Developer and the Project Contractor agree to the final construction schedule for the Project and the Library, but in no event later than 90 days after the Closing Date The Construction Schedule will reflect a date for each of Substantial Completion, Certificate of Completion, and Certificate of Occupancy for the Library and the overall Project, should those dates differ.

(n) Construction Meetings. The Developer or the Developer's Representative shall include the County in notifications for construction meetings, and the County Representative will have the option to attend with such frequency as necessary but only for the purpose of coordinating work related to the Library that is to be done pursuant to this Agreement, receiving updates on progress of construction, and resolve issues as set forth in (l) above. Such Construction Meetings are intended to facilitate the construction process and shall not create or enlarge any rights of the parties under this Agreement. County's Representative will attend the meetings in person or by electronic means (through Zoom, Microsoft Teams or other virtual platform). County will be granted access to visit the site to review progress during regular business hours, with prior notice to Developer's Representative, which notice may be by electronic means.

(o) Submissions; Change Orders. Change Orders shall be reviewed and/or implemented in accordance with the terms and conditions of this Section. Notwithstanding the below, approval by the Board of County Commissioners is required for Change Orders related to the Library that exceed the County's approved Budget and contingency amounts for this project.

i. **Governmental Change Orders.** The parties acknowledge that the Final Plans may require changes to the Library during the construction process. Developer and County shall be entitled to review any proposed Change Orders which are required by any Governmental Authorities and which affect the Library, and the County's consent, not to be unreasonably conditioned, withheld or delayed, is required to implement any such governmental change order (and shall be deemed granted if the County fails to provide approval within ten (10) Business Days of Developer's request for approval, or fails to provide an alternative way to comply with what is being required by any Governmental Authorities). Any proposed governmental change orders that affect the Library shall be promptly delivered to County by Developer or delivered at the periodic Construction Meetings. The County shall only pay for the cost of any governmental change orders that directly impact the Library's Gray Shell area or Library Buildout.

ii. **Developer Change Orders.** County's prior written consent shall be required for any Developer Change Orders to the Library (which shall be deemed granted if the County fails to provide approval within ten (10) Business Days of Developer's request for approval) unless the proposed Developer Change Order reduces the size of the Library, or deviates from the Library Program Plan and Design Criteria, or otherwise materially impacts the functionality, aesthetics or design of the Library. In the event Developer proposes to implement a Developer Change Order that reduces the size of the Library, deviates from the Library Program Plan and Design Criteria, or otherwise materially impacts the functionality, aesthetics or design of the Library, Developer shall deliver written notice to County requesting County's review and approval of the Developer Change Order, together with a copy of the Plans or other documents depicting and describing the Developer Change Order, for its review and approval in accordance herewith. County shall deliver its written approval or disapproval thereof within ten (10) Business Days after its receipt of Developer's Plan Change Notice and the accompanying Plans.

If County disapproves of the Developer Change Order, such notice shall include a reasonably detailed explanation of the reasons for such disapproval and specific suggestions for changes or corrections to the Developer Change Order, if any. Failure of the County to timely respond shall be deemed an approval of the proposed Developer Change Order. Developer shall have the right to implement any Developer Change Orders that are approved (or deemed approved) pursuant to this Section in accordance with this Agreement.

iii. **County Change Orders.** County may elect to propose County Change Orders to the Final Plans by written request to Developer from time to time prior to Substantial Completion. Each proposed County Change Order shall be subject to Developer's approval, which shall not be unreasonably withheld, conditioned, or delayed. If a proposed County Change Order is determined by Developer in its reasonable discretion to likely to materially extend the Construction Schedule on the non-Library portion of the Project, then Developer shall have the right in its sole discretion to disapprove the proposed County Change Order. If a proposed County Change Order is determined by Developer in its reasonable discretion to likely increase the cost of the Project, to extend the Construction Schedule and/or to cause an increase in other costs and expenses payable by Developer, then Developer shall submit the proposed County Change Order to its Project Contractors to obtain a price quotation and proposal from all applicable Project Contractors as to the price and time impact of the proposed County Change Order so long as Developer, in its reasonable discretion, determines that such submission and process of obtaining such proposal is not likely to materially extend the Construction Schedule (and if Developer so determines that such Construction Schedule is likely to be materially extended, then Developer shall have the right in its sole discretion to disapprove the proposed County Change Order). If Developer determines that such submission and process of obtaining such proposal is not likely to materially extend the Construction Schedule, then Developer shall negotiate with Project Contractors in good faith and using commercially reasonable efforts to mitigate and reduce the price and time impact to the Project from the proposed County Change Order. Developer shall provide the County with the final, negotiated price and time impact of the proposed County Change Order, if implemented. Pricing must be supported with backup documentation that is sufficiently detailed to allow the County to understand the labor and material cost breakdowns. Time impacts must be supported by a written narrative and clearly show the impacts to the Project's critical path. The County shall, within ten (10) Business Days after receipt of such notice from Developer with the final, negotiated price and time impact of the proposed County Change Order, notify Developer of its acceptance of same and agreement to pay the amount of such increased costs and expenses and to extend the Construction Schedule accordingly, or, alternatively, withdraw the proposed County Change Order. The failure of the County to timely respond shall be deemed the County's withdrawal of the proposed County Change Order. If, within such ten (10) Business Day period, County withdraws the proposed County Change Order or fails to respond, then Developer will not be obligated to implement the proposed County Change Order and the proposed County Change Order shall be null and void and of no further

force or effect. Notwithstanding the foregoing, Developer's approval of a proposed County Change Order may be withheld, in Developer's sole and absolute discretion, if such proposed County Change Order will materially extend the Construction Schedule. Payment to the Developer of any approved County Change Order shall be due and payable by the County within 30 days of completion of the work, in accordance with the Draw Request process in Section 5(q) of this Agreement.

County's Inspection Rights. Upon prior reasonable written notice to Developer, Developer will grant County's Representative access to review the status of the construction of the Library portion of the Project, including without limitation, access to the site, so long as County's Representative is accompanied by an employee or designee of Developer, and to all books and records relating to the design and construction of the Library portion of the Project. Developer shall provide County and County's Representative with: (a) access to any daily (or other periodic) third party reports provided in connection with the construction of the Project; and (b) such other information in Developer's possession relating to the construction of the Library portion of the Project as may be reasonably requested by County from time to time. County and County's Representatives shall have the right at any and all reasonable times, upon reasonable prior written notice to Developer, to conduct inspections respecting the work in progress, but shall not unreasonably interfere with the work in progress and such inspections shall not occur more frequently than twice per month. For the avoidance of doubt, the parties agree that neither (x) County's review or comment on any Plans, nor (y) County's review of the Design and Construction Documents, nor (z) County's inspection of the Project shall impose any liability on County or constitute an inspection for compliance with Applicable Laws, it being agreed that any such activities undertaken by County hereunder are solely for County's benefit.

(p) Commencement and Completion of Construction. The Developer shall be responsible for the management of the construction of the Project in accordance with the Final Plans (as may be amended by approved Change Orders); and the work shall comply with all Permits and Applicable Laws. During construction, the County's Representative may attend Construction Meetings, as needed. The County's Representative may provide input to the construction punch-list items and may coordinate with the Developer for the final acceptance of the Project once all work has been completed and all Permits have been approved and closed by all regulatory agencies having jurisdiction. Further, Developer agrees to commence construction of the Library no later than twenty-four (24) months from the Effective Date of this Agreement and achieve Final Completion no later than forty-eight (48) months from the Effective Date of this Agreement.

(q) Payment of Library Costs. Developer shall submit to the County, not more frequently than monthly, a disbursement request ("Draw Request") on a form reasonably acceptable to the County and in accordance with the Schedule of Values, detailing the amounts then due to be paid to Developer for contractors, subcontractors, material suppliers and other vendors and service providers in connection with the planning, construction, equipping and furnishing of the Library or for expenses, including rent and tenant improvement and moving costs with respect

to the Temporary Library. Each Draw Request shall be accompanied by a progress report in form reasonably acceptable to the County showing the status of construction and development and by invoices or statements and proof of payment from all third parties to whom payment is due at the time of the Draw Request, or by receipts and partial releases of lien, where applicable, for amounts advanced by Developer or paid in a previous draw request. All draw requests shall conform to the agreed Budget for the Library Costs, except to the extent Developer and the County have agreed to revise the Budget or the amount payable is the result of a County Change Order. Where there is a deficit or surplus in a specific Budget line item, Developer may move such surplus to replenish such deficit with the County's prior written consent, which will not be unreasonably withheld, and subsequent Draw Requests shall be based, as applicable, on such reallocated line items. Upon receipt of a Draw Request, the County shall approve it or advise Developer by electronic mail of any missing information or detail required for approval of the Draw Request within ten (10) Business Days of the County's receipt of the Draw Request. When the Draw Request has been corrected or completed so that it is in form and substance reasonably acceptable to the County, the County shall disburse the Draw Request not later than twenty-one (21) days after receipt of a corrected/complete Draw Request. Upon completion of the construction and furnishing of the Library, including punch list items, turnover of all close out documents to include warranties, manuals, plans, etc., issuance of a permanent certificate of occupancy by the City, execution of the Lease between the Developer and the County, and occupancy of the new Library premises by the County, Developer shall provide a final Draw Request, together with final releases of lien, and the County shall disburse the remainder of the Library Costs to Developer, provided that if there is any surplus of the County's funds allocated for the Library Costs over the actual total amount to be disbursed, the County shall retain such surplus. For Draw Requests that cannot be fully reconciled or agreed to in terms of amounts or substantiating information, the County shall disburse the agreed-to or approved portions of the Draw Requests in accordance with the above process. The County and Developer's Designee shall meet within five (5) business days to review and attempt to resolve and reconcile remaining portions of each Draw Request.

6. <u>TEMPORARY LIBRARY LOCATION</u>. Further to Section 3(c) above, the Developer and the County have cooperated in identifying a location to serve as a temporary Allapattah Library throughout the construction of the Project. The County has entered into an Interdepartmental Agreement dated July 1, 2024, for a portion of County-owned space located at 1897 NW 20 Street, Miami, Florida 33142, that will serve as the Temporary Allapattah Library from approximately the time of the Developer's Closing on the Property until the new Library is legally available for use and occupancy and to serve its intended purpose.

In accordance with Section 4 of this Agreement, the County shall be responsible for vacating the existing Allapattah Branch Library and removing all County property, including furniture, fixtures, and equipment fixtures and equipment prior to its demolition. Should the County fail to remove its furniture, fixtures, and equipment, the Developer, as the property owner, shall have the right to remove said items to proceed with the Project in a timely manner. Because the County has entered into an Interdepartmental Agreement for the Temporary Library, the County will pay or transfer directly to the department or agency providing the space for the Temporary Library all rent, utility, or other payments, fees or other costs due under the Interdepartmental Agreement or otherwise, and Developer will have no responsibility or liability for the payment of any such amounts.

7. LEASE AND OCCUPANCY AGREEMENT FOR NEW LIBRARY. Further to Section 3(d) above, Developer and County shall enter into and execute a lease, in substantially the form, terms, and conditions attached hereto as **Attachment 2** ("Lease"), for the Developer to lease to Tenant and Tenant to lease from Landlord, the new Library, effective upon receipt by the Developer of a temporary Certificate of Occupancy.

8. ENVIRONMENTAL SITE ASSESSMENT OF PROPERTY. The County will cooperate with Developer and its employees, agents, consultants and contractors to access and enter the existing library to conduct required inspections or testing of the property, as outlined in the Developer's Purchase and Sale Agreement with the City.

9. 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 department.

10. PROJECT COMPLETION.

a. Final Completion.

i. Upon Final Completion Developer shall deliver the following to the County: (i) the final "as built" plans and specifications electronically for the Library; (ii) all operating manuals and other printed materials provided to Developer by the Project Contractor with respect to the Library or by manufacturers or installers of any element or system in the Library and evidence of LEED certification of Silver or its equivalent; and (iii) all warranties for all supplies, equipment, materials and work associated with the Library and an executed document assigning to the County all of Developer's rights associated with same to the County.

11. TAXES AND ASSESSMENTS FOR PROPERTY. The County is a political subdivision of the State and is exempt from the payment of ad valorem taxes. Additionally, the County will be exempted by the Developer and any agencies or districts or associations which Developer caused to be created from homeowner's assessments, fees, or charges in consideration for the free public amenities, services, and programs provided by the County. Developer shall provide notice of this provision and incorporate this provision into any documents creating or defining agencies, associations, contractors, or transfers of interest by Developer to other entities.

12. RISK OF LOSS. Prior to the time of Closing, risk of loss for the Property shall remain with City and after Closing, the risk of loss shall thereafter belong solely to the Developer, provided that the risk of loss from casualty with respect to the Library portion of the Project, when completed and occupied by the County, will be as set forth in the Lease **(Attachment 2**).

13. DEFAULTS. If either party (the "Defaulting Party") to this Agreement fails or refuses to perform its obligations so that it is in violation of this Agreement, the other party (the "Claimant") may assert such default by written notice to the Defaulting Party given as provided for below. The Defaulting Party shall have 30 calendar days from and after delivery of such notice to cure the default ("Cure Period") or to diligently pursue cure of the default if it cannot reasonably be cured within such initial Cure Period, not to exceed an additional 90-day period. If the Defaulting Party fails to cure the default by the end of the Cure Period, as the same may be extended as herein provided, the Claimant shall be entitled to seek relief, including money damages for its actual losses, injunctive relief or an order for specific performance of the Defaulting Party's obligation under this Agreement. In no event shall either party be liable to the other for any punitive, incidental, speculative or consequential damages, costs or fees of any nature whatsoever damages (including, without limitation, lost profits) as a result of any default under, or termination of, this Agreement. This Section 13 shall survive the Closing or any earlier termination of this Agreement.

13.1 Completion on Developer's Default- If the Developer fails to complete the Library Buildout within the time period provided herein, after any applicable notice and cure period have expired, and without limiting its legal and equitable remedies hereunder, County may take over the construction of the Library Buildout and complete same by assuming the obligations of Developer under any existing contract or subcontract, or by separate contract or otherwise, at County's sole expense, provided that the Developer shall be liable to the County for any cost and expense in excess of the Budget, reasonably incurred by the County as a result of such taking over by County of the Library Buildout. In such event County may take possession of and utilize any materials, tools, supplies, equipment, and appliances belonging to Developer which may be situated in the Library and designated for Library Buildout. In such event the County may exercise any rights, claims, or demands which the Developer may have against third persons in connection with this Agreement.

14. NOTICE TO DEVELOPER'S MORTGAGEES AND INVESTORS. The County acknowledges that Developer's institutional and governmental mortgage lenders ("Mortgagee(s)") and its low-income housing tax credit investor ("Investor") have the right, but not the obligation to cure any default of Developer under this Agreement. If the County gives notice to Developer of any default by Developer under this Agreement, it shall simultaneously give notice of such default to each Mortgagee and to the Investor, to the extent that Developer has provided the notice address for such Mortgagees and such Investor to the County before the County gives notice of such default. The County shall take no action to enforce its rights under this Agreement until the Mortgagees and the Investor have had the benefit of the same Cure Period afforded to Developer under this Agreement and such additional time as may be reasonably required to effect such a cure if it cannot reasonably be cured within such initial Cure Period.

15. LITIGATION. In the event of any action, suit or proceeding arising out of or in connection with or relating to this Agreement or the performance of a party hereunder, each party shall bear its own attorneys' fees and costs in such action, suit or proceeding. This Section shall survive the Closing or any earlier termination of this Agreement.

COUNTY AS SOVEREIGN. The parties hereby understand and agree that the proposed Library and the improvements to be built by Developer on the Property are subject to various governmental considerations and approvals that are outside the terms and conditions of this Agreement. Such governmental considerations and approvals may be processed or considered by one or various Governmental Authorities (including agencies and/or departments of the County and the City in the normal course of business for those agencies and/or departments). The parties agree that the County shall not be liable in any manner, whatsoever, to Developer for the proper and legal exercise of any governmental authority, regulatory powers and/or police powers by the County and/or the City.

It is expressly understood and agreed that, notwithstanding any term or provision of this Agreement to the contrary and the County's status hereunder: (a) the County retains all its sovereign prerogatives and rights as a county under Applicable Law and shall in no way be estopped or otherwise prevented from properly and legally withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future Applicable Laws of whatever nature applicable to the design, entitlement, permitting, development and construction of the Library or any improvements on the Property or the operation thereof, or be liable for the same; and (b) the County shall not by virtue of this Agreement be obligated to grant Developer any approvals of applications for building, zoning, planning or development under present or future Applicable Laws of whatever nature applicable to the planning, design, entitlement, permitting, development and construction and/or operation of the Library or any improvements on the Property.

It is expressly understood that, notwithstanding any County covenant or obligation that may be contained in this Agreement (including, but not limited to, any covenant or obligation to (w) cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist, Developer, regardless of the purpose required for such cooperation, (x) execute documents or give approvals, regardless of the purpose required for such execution or approvals, (y) assist Developer in applying for, any County, or other Governmental Authority or third-party approval or permit, or (z) contest or defend against, or assist Developer in contesting or defending against, any challenge of any nature), shall not bind the Board of County Commissioners, the Department of Regulatory and Economic Resources or any other County department, authority, committee or agency to grant or leave in effect any zoning changes, variances, waivers, permits, contract amendments or other approvals, and that all of the foregoing may be granted, withheld or revoked in the discretion of the County in the proper and legal exercise of its police powers; and, the County shall not be in default under this Agreement resulting from the County's proper and legal denial, withholding or revocation (in whole or in part) of any zoning changes, variances, waivers, permits, contract amendments or other approvals of any kind or nature whatsoever. Notwithstanding any other provision of this Agreement, the County, acting solely in its capacity as a governmental entity and not as a party to this Agreement, shall have no obligation to approve, in whole or in part,

any application for any type of entitlement, variance, accommodation, waiver, etc. In no event shall a failure of the County, acting solely in its capacity as a governmental entity and not as a party to this Agreement, to adopt or approve any application, process any matter in a timely manner, and/or provide any type of payment or reimbursement be construed as a breach or default of this Agreement.

16. <u>ASSIGNMENT AND/OR LEASE</u>.

17.1 Notwithstanding anything to the contrary contained in this Section or elsewhere in this Agreement:

(a) The direct or indirect ownership interests in Developer may be sold, assigned, transferred and/or conveyed at any time and from time to time, without the prior consent or approval of the County, provided that (i) Developer shall notify the County in writing of such sale, assignment, transfer and/or conveyance no later than ten (10) Business Days after to such sale, transfer, assignment and/or conveyance. Until there is Final Completion of the Project, management and control of development and construction shall remain in Developer or an entity controlling, controlled by or under common control with, Developer. Notwithstanding the foregoing, until there is Final Completion of the Project, the Developer shall not sell, assign or transfer any direct or indirect ownership interest in Developer, or in the Project, to a Bad Actor or to a Prohibited Person.

17.2 The parties agree that prior to Closing or termination of this Agreement, the County shall not assign this Agreement nor convey or further lease the Library without the prior written consent of Developer, which consent may be withheld, conditioned or delayed in the sole and absolute discretion of Developer; provided, however, that the Lease shall be permitted and the provisions of this Section shall no longer be valid upon any termination of this Agreement. In the event of any permitted assignment, conveyance or lease of this Agreement, the assignee, transferee or lessee shall review this Agreement and enter into a separate agreement with Developer acknowledging its rights, duties, responsibilities, obligations and liabilities under this Agreement.

17. NOTICES. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by electronic transmission with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than one (1) Business Day thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours on a Business Day by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the sender did not have written notice delivered in accordance with this Section then the first attempted delivery shall be deemed to constitute delivery. Each party shall be entitled to change the persons as well as the address for notices from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

Notice to The Developer:	Dulce Vida Apartments, LLC 2800 Ponce de Leon Blvd. Suite 1160 Coral Gables, Florida 33134 Attention: Michael Wohl mwohl@coralrockgroup.com and
With a copy to:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 W. Flagler Street, Suite 2200 Miami, Florida 33130 Attention: Richard E. Deutch, Jr. rdeutch@stearnsweaver.com
And a copy to:	[_____] _____ Miami, Florida 3313 Attention: _____ _____
Notice to the County:	Miami-Dade County Miami-Dade Public Library System 101 West Flagler Street Miami, Florida 33130 Attention: Director c/o director@mdpls.org

With a copy to: Miami-Dade County
Office of the County Attorney
111 N.W. First Street, Suite 2800
Miami, Florida 33128
Attention: Melanie Spencer
c/o melanie.spencer@miamidade.gov

18. SUCCESSOR IN INTEREST. All of the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors, administrators and assigns.

19. EFFECTIVENESS

20.1 The effectiveness of this Agreement is contingent upon approval by the Board; provided, however, that such Board approval shall not be effective until the earlier of (a) the date the Mayor of Miami-Dade County approves of such Board action, or (b) the lapse of ten (10) days without the Mayor's veto (such date, the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that would be voted on at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Board and the Mayor in connection with the award or rejection of any contract rests within their sole discretion.

20.2 In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Contract shall be effective and binding only when counterparts hereof have been executed and delivered by each party in accordance with this Section 20. Either party shall have the right to discontinue negotiations and withdraw any draft of this Agreement at any time prior to the full execution and delivery of this Agreement by each party. Each party shall be responsible for all the expenses it incurs in connection with its due diligence investigations with respect to the Properties and for its own legal fees and any other expenses incurred in connection with the negotiation of this Agreement.

20. ENTIRE AGREEMENT. This Agreement and all Exhibits attached hereto constitute full and final understanding between the parties as it pertains to the subject matter(s) contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements.

21. GOVERNING LAW. This Agreement has been negotiated and executed in Florida. The parties hereby agree that this Agreement shall be construed and governed in accordance with the laws of the State, without application of conflict of laws principles, and venue shall be in Miami-Dade County, Florida.

22. **SAVINGS CLAUSE**. In the event any term or provision of this Agreement is determined by an arbitration panel, or appropriate judicial authority, to be illegal, ineffective, unenforceable or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

23. **NUMBERS AND GENDER**. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

24. **CAPTIONS**. The captions or headings in this Agreement are inserted for the convenience of reference only and shall not be deemed to alter any provision of this Agreement or affect its meaning or construction.

25. **EXHIBITS**. All references in this Agreement to exhibits, schedules, paragraphs, subparagraphs, and sections refer to the respective subdivisions of this Agreement, unless the reference expressly identifies another document.

26. **BROKERAGE**. There are no brokerage fees or commissions payable with respect to the transactions described in this Agreement.

27. **AMENDMENTS**. All amendments, changes and/or modifications to this Agreement must be in writing and signed by all parties and with regard to the County, any amendments, changes and/or modifications must be signed by the then-current County Mayor or the County Mayor's designee after approval of the Board.

28. **COUNTERPARTS**. This Agreement may be executed in counterparts and by each party on a separate but identical counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. The parties also hereby agree that the County and the Developer will execute this Agreement prior to the County's time or requirement for execution. Executed copies hereof may be delivered by facsimile, PDF or email, and, upon receipt, shall be deemed originals and binding upon the parties hereto.

29. **TIME**. County and Developer mutually agree to fully and timely execute such papers as deemed necessary to effectuate all terms of this Agreement. Time is of the essence. All obligations are subject to events of Force Majeure. All time periods specified in days will be calculated in calendar days unless Business Days are specifically referenced. All time periods specified in months shall be calculated in calendar months with no exclusion of dates for holidays or weekends. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a non-Business Day, then such date shall be extended automatically to the next succeeding Business Day.

30. INDEMNIFICATION. The Developer shall comply with all insurance requirements set forth in this Agreement. The Developer shall indemnify and hold harmless the County and its officers, employees, and agents and instrumentalities from any and all liability, losses or damages, including reasonable attorney's fees and cost of defense (collectively, a "Loss"), which the County or its officers, employees, or agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature by any third party arising out of, relating to or resulting from Developer's or its employees', agents', members', partners', principals' or subcontractors' negligence, gross negligence, willful misconduct or illegal misconduct. The Developer shall pay any Loss in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature brought against the County where applicable, including appellate proceedings, and shall pay all costs, judgements and reasonable attorney's fees and cost of defense, which may issue thereon. Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Developer shall have no obligation to indemnify or defend the County or its officers, employees, or agents for any Loss, or any portion of any Loss, that results solely from the County's or its or its officers', employees', or agents' negligence, gross negligence, willful misconduct, or illegal misconduct.

31. INSURANCE. Developer shall be responsible for all reasonable required insurance coverage for the design and construction of the Project, as set forth in Exhibit H.

32. INSPECTOR GENERAL REVIEWS/AUDITS & COMPLIANCE.

Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, 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. Subject to all Applicable Laws, upon written notice from the County, Developer shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall Developer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to Developer, its successors and assigns. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of Developer in connection with, and as and when provided under, this Agreement.

Miami-Dade County Inspector General Review. According to Section 2-1076 of the County Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be assumed by the County, and Developer shall have no liability for such cost.

Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs, all at no cost or expense to Developer. 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 Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Agreement. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Developer, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Developer, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Agreement and to detect fraud and corruption.

Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Developer from the Inspector General or IPSIG retained by the Inspector General, Developer shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Developer. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Developer, copy all such documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG'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 which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge 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 aforesaid documents and records, provided that neither the Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Developer.

33. <u>FLORIDA PUBLIC RECORDS ACT.</u> As it relates to this Agreement, pursuant to Section 119.0701 of the Florida Statutes:

(a) Developer understands, agrees and acknowledges that this Agreement and Developer's operations thereunder are subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as "Florida's Public Records Laws".

(b) For purposes of this section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

(c) IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF

CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

MIAMI-DADE PUBLIC LIBRARY SYSTEM
101 WEST FLAGLER STREET, 3rd FLOOR
MIAMI, FLORIDA 33130
ATTN: LEILA KHALIL EMAIL: KHALILL@MDPLS.ORG

(d) Developer is required to keep and maintain public records required to perform under this Agreement and, upon request from the County's custodian of public records or upon a request from the public, provide the County and/or the public with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by applicable law.

(e) Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Developer does not transfer the records to the County

(f) Upon completion of the Agreement, Developer shall transfer, at no cost to the County, all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(g) If the County does not possess public records responsive to a request to inspect or copy public records relating to this Agreement, the County shall immediately notify the Developer of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(h) If Developer does not comply with a request for records, it shall be a material breach of this Agreement and the County shall have the right to the remedies set forth in Section 8 of this Agreement. In addition, if Developers fails to provide the public records within a reasonable time may be subject to penalties under Florida Statutes, s. 119.10.

(i) Developer's obligations under this section of the Agreement shall survive the termination of this Agreement.

[***SIGNATURE PAGES FOLLOW***]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives, and they intend to be legally bound hereby to all the terms and conditions of this Agreement.

DEVELOPER:

DULCE VIDA APARTMENTS, LLC,
a Florida limited liability company

By:_____
Name: Michael Wohl
Title: Manager

COUNTY:

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida by its Board of County Commissioners

By:_____
Name: Daniella Levine Cava
Title: Mayor

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT AND COMPTROLLER

By:_____
Deputy Clerk

APPROVED FOR FORM AND LEGAL SUFFICIENCY

By:_____
Name:_____
Title: Assistant County Attorney

ATTACHMENT 2
LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the ____ day of _____, 2025 (the "Effective Date"), by and between Dulce Vida Apartments, LLC, a Florida limited liability company, whose principal place of business is located at 2800 Ponce De Leon Blvd, Suite 1160, Coral Gables, Florida, 33134 (the "Landlord"), and Miami-Dade County, a political subdivision of the State of Florida, via its Miami-Dade Public Library System, located at 101 West Flagler Street, Miami, Florida 33130 (the "Tenant"). Landlord and Tenant shall each be referred to as a "Party" and together be referred to as the "Parties."

WHEREAS, the Landlord is the owner of the property located at 1785 NW 35 St, Miami, Florida, 33142 (Folio No. 01-3127-009-0140 (the "Property") by virtue of having closed on its purchase of the Property pursuant to the Purchase and Sale Agreement (as defined below); and

WHEREAS, the Landlord is the beneficiary of City of Miami ("City") Resolution Number R-22-0435 ("City Resolution" attached as **Exhibit A**), adopted by the City Commission on November 17, 2022, setting forth the terms and conditions for the conveyance by the City to Landlord of fee simple title to the Property, a portion of which Property previously served as the Allapattah Branch of the Miami-Dade Public Library System, which Property is more particularly described on **"Exhibit B"** by its legal description**,** attached hereto and made a part hereof;

WHEREAS, The City and Landlord entered into a Purchase and Sale Agreement (the "PSA") dated March 21, 2023 with respect to the Property, which PSA was amended by i) First Amendment to Purchase and Sale Agreement ("First Amendment") dated June 5, 2023, ii) Second Amendment to Purchase and Sale Agreement ("Second Amendment") dated September 11, 2024 and iii) Third Amendment to Purchase and Sale Agreement ("Third Amendment") dated February 3, 2025 (the PSA, the First Amendment, the Second Amendment, and the Third Amendment together with such amendments or modifications as the City and Landlord may agree to hereafter collectively, the "Purchase and Sale Agreement").

WHEREAS, the City Resolution authorized the conveyance of the Property to Landlord for the purpose of constructing workforce and affordable housing, together with space to be allocated to a replacement Allapattah Branch Library (the "Library"), collectively described hereinafter as the Project (the "Project"); and

WHEREAS, the City Resolution requires the Landlord and the County to enter into a Lease Agreement prior to completion of the Project to establish terms and conditions for the County's continuous occupancy, operations, and provision of public library services in the new Library;

WHEREAS, the Landlord and Tenant have entered into a Development Agreement outlining their respective obligations related to the development of the Library, approved by the Board of County Commissioners via Resolution No. ____, and approved on _____, 2025 (the "Development Agreement"); and the Landlord wishes to lease to Tenant, and Tenant desires to lease from Landlord, the Premises (as defined below), pursuant to the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to lease from the Landlord a certain

portion of the ground floor of the Project, consisting of approximately 8,500 rentable square feet of air conditioned space (subject to actual measurement based upon BOMA 2024, standard measurement (ANSI/BOMA Z65.1-2024)), including the use of twenty-six (26) parking spaces in the Project's parking garage, for an initial term of thirty (30) years, (the "Term"), with two (2) additional options to renew the term of the Lease, each for thirty (30) years, in accordance with all of the terms and conditions of this Lease.

W I T N E S S E T H:

ARTICLE 1
PREMISES

1.1 In consideration of the rents to be paid and covenants and agreements to be performed by Tenant, Landlord does hereby lease unto Tenant that certain space, consisting of approximately 8,500 rentable square feet, located at 1785 NW 35 St, Miami, Florida, 33142, Folio No. 01-3127-009-0140 (the "Premises"), which is located within the Dulce Vida Apartments Building (the "Building) located at the same address. The Site Plan of the Building, land, parking garage and appurtenances (the "Property") is attached hereto, marked as **"Exhibit D"** and incorporated herein by this reference.

1.2 Parking. In addition, the Landlord and the Tenant hereby acknowledge and agree that the Tenant shall have the use of twenty-six (26) parking spaces in the Building parking garage, designated or otherwise made available, for the sole and exclusive use of the Tenant during operating hours (including extended hours during Library's special events) throughout the Term of the Lease or any renewal thereof, with twelve (12) of the parking spaces to be free of charge to Tenant's employees and the remaining fourteen (14) parking spaces provided free for the first two (2) hours and to visitors of the Library and service providers during the Library's operating hours (including extended hours during Library's special events) and after the first two (2) hours at not more than the prevailing rate from time to time for garages open to the public in the Allapattah neighborhood. The parking spaces may be relocated within the parking garage from time to time at Landlord's discretion, for Landlord's convenience or temporarily to conduct repairs or maintenance in the parking garage, subject to ten (10) days' prior written notice by Landlord to Tenant, except in the event of emergency or casualty.

ARTICLE 2
TERM AND DEMISE OF PREMISES

2.1 Term. This Lease shall be for an initial term of thirty (30) years, which term shall commence on the first (1st) day of the month following the issuance of the temporary or permanent certificate of occupancy for the Premises, whichever occurs first, (the "Commencement Date") and expiring thirty (30) lease years thereafter (the "Expiration Date"), as further described in this paragraph (the "Term"). The Commencement Date and the Expiration Date shall be memorialized in a Letter of Commencement sent from Tenant to Landlord; provided, however, execution and delivery of the Letter of Commencement shall in no event delay or be required for the effectiveness of any such dates. In any event, this Lease shall not become effective until the approval of this Lease by the Miami-Dade County Board of County Commissioners (as evidenced by the adoption of a resolution approving this Lease and after the required ten (10) day veto period of the County Mayor has expired), or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds (2/3) vote of the Miami-Dade County Board of County Commissioners (the "Effective Date").

This Lease may be extended for two (2) additional renewal terms each consisting of thirty (30) years, at the option of the Tenant (each the "Renewal Term"), so long as Tenant is then in good standing under the terms of this Lease and there are no uncured events of default of Tenant hereunder, by serving advance written notice to the Landlord as set forth in Article 17: "Notice," at least 180 days prior to the expiration of this Lease or of the then-current renewal term. Further, upon the Tenant exercising its rights pertaining to renewing this Lease, this Lease shall be renewed for the thirty (30) year Renewal Term, without the requirement of any further act by either Party, and all the terms and conditions of this Lease shall be extended for the Renewal Terms. If Tenant fails to timely exercise any option to renew and extend the Term of this Lease, any remaining unexercised options shall be of no further force or effect.

2.2 Acceptance of Premises by Tenant. Tenant acknowledges that the Premises have been designed and constructed pursuant to the Development Agreement and, unless set forth in the Development Agreement, no representation with respect to the condition of the Premises and no promises to further decorate, alter, or improve the Premises have been made by Landlord. Tenant acknowledges that it has inspected the Premises and all appurtenances to the Premises and accepts the Premises in as-is condition, subject to any punch list items or other conditions of the Development Agreement.

2.3 Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including after the expiration of the Renewal Terms, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month, and the Rent shall be one hundred (100%) percent of the monthly Rent, as hereinafter defined, in effect immediately prior to the expiration. In the event of such holding over, all of the terms and conditions of this Lease, including payment of all charges owing hereunder, remain in full force and effect on a month-to-month basis.

ARTICLE 3
RENT AND OTHER CHARGES

3.1 Rent. In consideration of the Tenant's substantial financial investment in the buildout of the Premises pursuant to the Development Agreement, the Landlord and Tenant agree that the annual rental rate is One Dollar ($1.00) (the "Rent"). The first Rent payment shall be due within ten (10) calendar days from the Commencement Date of this Lease, without demand, deduction, or setoff. Thereafter, the annual Rent shall be paid on or before the first day of each anniversary of the Lease throughout the initial Term and any Renewal Terms.

3.2 Additional Payment. In addition to Rent, the Tenant shall pay as Additional Payment(s) (the Additional Payment(s)") on a monthly basis the charges, fees, and expenses due to the Landlord in addition to the annual Rent, as further described in this Lease. The annual Rent and Additional Payments are sometimes collectively referred to as "Total Payment."

a. Tenant's Pro Rata Share: The Tenant's Pro Rata Share of the Property is 5.93%, calculated as a fraction:

    i. Numerator: Rentable area of the Premises (8,500 square feet).
    ii. Denominator: Rentable area of the Property (143,289 square feet).
    iii. The parties agree that as of the Effective Date, the Premises measure approximately 8,500 square feet, and this square footage, subject to potential adjustments as set forth below, shall be used for calculating any Additional Payment.

b. Adjustment of Rentable Area:

i. Tenant Remeasurement of Premises:

1. Within sixty (60) days of obtaining occupancy of the Premises, the Tenant shall have the right to have the Premises remeasured using BOMA office building standards to confirm the rentable area.
2. If remeasurement reveals a deviation in rentable square footage from the initial 8,500 square feet, the Tenant may submit the remeasurement findings to the Landlord within this 60-day period.
3. The Landlord and Tenant shall resolve any measurement disparity in good faith within ten (10) days of the Landlord's receipt of the Tenant's findings. The new rentable square footage, once agreed upon, shall replace the initial figure and be used to adjust the Tenant's Pro Rata Share.

ii. Certification of Property Rentable Area:

1. The Landlord has indicated that the rentable area of the Property is 143,289 square feet.
2. Recognizing that measurements may change during construction, the Landlord agrees to certify the actual rentable square footage of the Property ("Updated Square Footage") no later than thirty (30) days after receiving a final Certificate of Occupancy for both the Library and the Building.
3. If the Updated Square Footage is more or less than 143,289 square feet, the Updated Square Footage shall replace the initial denominator in calculating Additional Rent.

3.3 Payment of Rent and other Payments. The Tenant shall remit Rent annually on or before the Lease anniversary date and Additional Payments on or before the first day of each month, except as otherwise specified. Payments shall be made without demand, setoff, or deduction at the Landlord's mailing address specified in Article 16 "Notices" or as otherwise designated in writing by the Landlord.

3.4 Common Expenses. The Tenant's Pro Rata Share of Common Expenses shall be payable as an Additional Payment. Common Expenses are estimated at $8.21 per square foot for the first lease year, divided as follows:

a) Common Area Maintenance ("CAM"): $4.75 per square foot;
b) Real Estate Taxes: $0.78 per square foot;
c) Insurance: $2.68 per square foot.

Common Expenses include:

a) Repairs, maintenance, and replacement of the common areas and parking garage;
b) Payroll, general and administrative expenses, grounds and landscaping, and building services;
c) Utilities not separately metered in the common areas;
d) Management fees;
e) Insurance premiums for casualty, commercial liability, windstorm, and flood (when applicable), incurred by the Landlord for the Building and the rest of the Property;

f) Waste disposal services and equipment;
g) Real estate property taxes and non-ad valorem assessments.

Exclusions: Common Expenses exclude individual expenses that are the responsibility of the residential tenants of the Building or of Tenant. These include utilities, insurance premiums and deductibles, and maintenance, repair, and replacement of plumbing, electrical, and mechanical components (e.g., HVAC systems) in the individual apartment units or in the Premises and HVAC systems in the upper floors of the Building.

3.5 Real Estate Taxes. At the beginning of each lease year, the Landlord shall provide an estimated amount for Real Estate Taxes based on anticipated assessments. The Tenant's estimated payment for the first lease year is $0.78 per square foot. Thereafter:

a) Annual Reimbursement: Real Estate Taxes shall be reimbursed monthly based on the actual amount assessed by the Tax Collector, payable by the Landlord in November each year;
b) Reconciliation: If an overpayment occurs, the Landlord shall reimburse the Tenant within sixty (60) days of receiving notification from the Tenant. If additional payment is due, the Tenant shall pay within sixty (60) days of receiving a reimbursement request from the Landlord;
c) Supporting Documentation: The Landlord must provide a copy of the Real Estate Tax Bill and proof of payment to receive reimbursement;
d) Future Estimates: For subsequent years, the Landlord shall provide an adjusted estimate for Real Estate Taxes at the beginning of each lease year based on the actual tax bill amount from the previous year.

3.6 Insurance. The Tenant's estimated insurance payment for the first lease year is $2.68 per square foot. Thereafter:

a) Annual Reimbursement: Insurance costs shall be reimbursed monthly based on the actual premiums of the insurance policy, with adjustments made annually on the Lease anniversary date;
b) Supporting Documentation: The Landlord shall provide copies of insurance policy documents, proof of payment, and any evidentiary reports if claims have been filed. Miami-Dade County shall be listed as a loss payee on the policy for any claims impacting the Premises;
c) Future Estimates: At the beginning of each lease year, the Landlord shall provide an estimated amount for Insurance based on anticipated premiums.

3.7 Intentionally omitted.

3.8 The Parties hereby acknowledge and agree that any payment of Common Expenses or other payments from Tenant under this Lease which are due and payable on October 1st in any lease year shall not be delinquent if it is paid not later than October 31st of such Lease Year, to enable Tenant to complete its process of closing the Tenant's fiscal year books and records.

3.9 The CAM portion of Common Expenses shall be adjusted commencing with the second year of the Lease and each year thereafter, including the Renewal Terms, by based on adjustment computed by multiplying the initial CAM annual amount of $40,375.00, (or such other amount that may result from a re-measurement of the Premises or the Project as provided for above), by a fraction whose numerator shall be the Consumer Price Index (CPI) for the month which is two months prior to the end of such twelve

month period and whose denominator shall be the Consumer Price Index (CPI) for the month which is two months prior to the Commencement Date of the Lease. For purposes hereof, the base year shall be 2027, and the Consumer Price Index to be used shall be the All-Urban Consumers (CPI-U) – Miami-Fort Lauderdale-West Palm Beach, Florida (1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics. If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the Landlord and Tenant hereto shall authorize their attorneys to designate a substitute Index or formula. The Landlord shall notify the Tenant of the adjusted annual monthly CAM, in writing, within 30 days prior to the respective anniversary date, if such CAM adjusting occurs. In no event shall the CAM adjustment exceed three percent (3%) per annum over the prior year. If Landlord does not submit to Tenant in writing the Consumer Price Index adjustment within six months after it is due, then Landlord waives its right to the Consumer Price Index adjustment for the adjusted year. The Parties acknowledge that the annual adjustment of CAM based on changes in CPI is in lieu of, and each Party hereby waives any right to, adjustment of CAM based on a computation of changes in the actual CAM based on comparison of actual expenses from year to year.

3.10 Sales and Use Taxes; Personal Property Taxes. To the extent that the Tenant is responsible, the Tenant shall pay to Landlord, together with each installment of Rent, any present or future sales and use tax or other tax imposed from time to time on the Rent payments and other charges payable by Tenant under this Lease (the Parties recognized that as a governmental entity, the Tenant is exempt from paying sales tax). The Tenant further covenants and agrees to promptly pay, and is solely responsible for, all taxes assessed against Tenant's fixtures, furnishings, equipment and other personal property placed in or on the Premises during the Term of this Lease.

3.11 Intentionally deleted.

3.12 Place of Rent Payment. Rent and other payments shall be paid in advance on the first day of every month or quarter, as applicable, except as provided in Article 16, to Landlord's principal address set forth above or such other place and to such other person as Landlord may, from time to time, designate in writing.

ARTICLE 4
USE AND OCCUPANCY

4.1 Use. The Premises shall be used by Tenant solely as the Allapattah Branch Library and for the performance of Miami-Dade Public Library System business related to such use by County departments, agencies, and authorities and for the performance of work and services incidental thereto, which will necessarily entail services performed by and for the public. The Landlord acknowledges that the Premises will, from time to time, be utilized by the Miami-Dade Elections Department as a voting site.

4.2 Occupancy. During the Term of the Lease, the Tenant shall conduct its operations on the Premises in a lawful manner and in compliance with all governmental laws, rules, regulations, and orders applicable to the business of Tenant, except for any such compliance that is exclusively the obligation of Landlord under this Lease. Tenant shall observe and comply with all recorded restrictive covenants, if any, and rules and regulations applicable to the Premises. The Tenant covenants and agrees that the Premises

shall not be abandoned or left vacant for a period of thirty (30) days or more, without prior notice to the Landlord, and shall be continuously used, occupied and open for business during regular business hours, except for holidays.

ARTICLE 5
TENANT IMPROVEMENTS

5.1 The Tenant shall not make any improvements or alterations to the Premises ("Tenant Improvements" or "Tenant's Work") without Landlord's written consent, as described in Article 7.5 herein.

5.2 Prior to the commencement of Tenant's Work, as defined herein, Tenant shall submit the following items to Landlord for its review and approval, such approval not to be unreasonably withheld, delayed, or conditioned:

(a) a work letter describing the nature and scope of the Tenant Improvements comprising Tenant's Work, which must be in writing to the Landlord, prior to commencement of Tenant's Work ("Tenant's Work Letter")
(b) plans and specifications for the Tenant Improvements; and, when applicable
(c) the name of Tenant's proposed Florida licensed general contractor, or, alternatively, the use of the Tenant's own staff.

5.3 Tenant shall be fully responsible for all costs and expenses with respect to any alterations and improvements to the Premises.

5.4 Landlord shall assist, as needed, in assisting with signature or authorizations required of the Landlord for permit applications or other approvals required from governmental or other entities for Tenant Improvements.

ARTICLE 6
UTILITIES AND SERVICES

6.1 Tenant, during the term hereof, shall pay directly to the utility company or service provider all separately metered or separately contracted charges for water, sewer, telecommunications (including telephone, cable, internet service and other telecommunications services), electricity, waste disposal and recycling services used by Tenant to the extent such charges are directly billed to Tenant by the providers of such services separately from CAM.

6.2 Tenant shall provide janitorial, security, custodial services, and extermination services for the Premises, at its own expense.

6.3 Tenant shall be responsible for providing, maintaining, repairing, or replacing, at no cost or expense to Landlord, the heating, ventilation and air conditioning system to cool and heat the entire Premises ("HVAC System"), and the Landlord shall provide the necessary access to the Tenant's employees or service providers to cause such maintenance, repair, or replacement. The Tenant shall be a named beneficiary to initial equipment or service warranties purchased by the Landlord for the HVAC System serving the Premises.

6.4 Landlord shall provide Tenant with access to, and use of, the trash and recycling room and/or outside trash container, as applicable, on the Property. Tenant shall deposit all trash and refuse in

the trash and recycling room and/or outside trash container, as applicable, in accordance with Landlord's requirements and in designated containers.

ARTICLE 7
REPAIRS, ALTERATIONS, AND MAINTENANCE

7.1 Landlord's Duties. Landlord, agrees to provide and maintain in good repair, condition, and appearance, during the Term of this Lease or any extension or renewal thereof, the exterior of the Building where the Premises are located, the parking garage and common areas, including:

a) Plumbing, Water and Sanitary Sewer, and electrical lines, outside the Building, but serving the Premises;
b) Property fixtures, light bulbs, furniture, and equipment outside the Premises;
c) Elevators;
d) Preventative maintenance outside the Premises;
e) Roof and/or structural slab of ceiling repairs, maintenance, and roof leaks affecting the Premises (provided that repair, maintenance and replacement of inside ceiling finishes, including tile, will be the responsibility of Tenant, unless any such damage was caused by the Landlord);
f) Structural Elements of the Building, excluding water and sanitary sewer lines serving the Premises, unless damage is caused by tenants of the upper floors of the Building;
g) Windows, storefronts, exterior doors and frames, unless damage is caused by Tenant, its employees, contractors or invitees;
h) Fire equipment, including inspections as required by applicable fire codes, serving the Building (but excluding portable extinguishers, fire hoses, fire sprinkler system or alarm systems located within the Premises, including inspection(s) as required by applicable fire codes except as set forth in Section 7.4 below with respect to fire extinguishers); and
i) Maintenance, repair, and cleaning of the trash and recycling room on the Property.

The Landlord and Tenant agree that the Tenant will be responsible for maintenance, repairs, and replacement for the HVAC equipment or systems exclusively serving the Premises. As provided for in the Development Agreement, the Landlord will include the Tenant as a beneficiary under all warranties provided in connection with the initial buildout of the Premises by manufacturers or vendors of equipment that serves the Premises. The Landlord, as owner of the Property, will assist the Tenant by joining in or approving permit applications needed to complete said maintenance, repairs, or replacements.

The Landlord, at its sole cost and expense, shall perform or cause to be performed in the Property during the Term of this Lease the maintenance and services as described above, except for damages caused by the negligence or willful misconduct of the Tenant or the Tenant's employees, agents, contractors, visitors, and/or invitees. Except in case of an emergency requiring immediate access to the Premises, in order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will materially affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the

Premises shall, to the greatest extent possible, be performed during the Tenant's non-operating hours to minimize the impact upon the Tenant, its employees, and the public's use of the Premises.

7.2 Landlord's Failure to Repair. Upon the failure of Landlord to effect repairs or diligently pursue such repairs or services, which failure materially affects Tenant's ability to occupy and use the Premises pursuant to this Lease, after ten (10) business days' written notification to do so by the Tenant, the Tenant may cause the repairs to be made and deduct their cost from the Rent or Additional Payments due and to become due until in each instance the Tenant has fully recovered such costs in accordance with audited costs of repair furnished by the Tenant to Landlord. In the event the nature of the repairs required to be made cannot reasonably be completed within such ten (10) business day period, then the time within which the Landlord must complete such repairs or services shall be extended for such additional period of time as may be reasonably necessary to complete the same under the circumstances. Landlord will provide Tenant with a written notice of the expected completion of such repairs or services.

7.3 Intentionally omitted.

7.4 Tenant's Duties. The Tenant shall during the Term and any extension thereof, keep in good order and condition, by maintenance, repair, and replacement, at Tenant's sole cost and expense, the Premises and every part thereof, other than those repairs described in Article 7.1 as the responsibility of Landlord. Without limiting the generality of the foregoing, the Tenant shall cause all fire extinguishers within the Premises to be serviced and maintained in good condition and repair. The Tenant shall also be responsible for making each and every repair, addition, replacement, alteration or improvement to the Premises required by the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) ("ADA") and its supporting regulations, as they may be amended from time to time during the Term, based upon, or otherwise the result of, any modifications, alterations and/or improvements that the Tenant makes to the Premises, the Tenant shall maintain the Premises in compliance with the ADA.

In the event of an emergency, the Tenant, after proper notification to the Landlord and failure of the Landlord to take immediate action, may perform repairs that are the Landlord's responsibility and receive a credit against Rent or Additional Payments due or, at Landlord's option, a cash reimbursement from Landlord for the actual costs thereof.

7.5 Alterations by Tenant. The Tenant may not make any alterations, additions, or improvements in or to the Premises without the written consent of the Landlord, which will not be unreasonably withheld. All additions, fixtures, or improvements (except, but not limited to, library-purchased furniture and fixtures which are readily removable without injury to the Premises) shall be and remain a part of the Premises at the expiration of this Lease. Subject to the above, any carpeting and removable partitions (except for fixtures) installed by the Tenant within the Premises shall remain the Tenant's property and may be removed by Tenant upon the expiration of the Lease or any renewal or cancellation thereof. The Tenant will remove and discharge, within thirty (30) days after receipt of written notice of the same, any charge, lien, security interest or encumbrance upon the Premises or other sums payable hereunder which arises for any reason caused by the Tenant, including, without limitation, all liens which arise out of the possession, use and occupancy of the Premises or by reason of labor or materials furnished or claimed to have been furnished to Tenant or for the Premises. The Tenant may, within such thirty (30) day period, provide a bond or other security to remove or pay all costs associated with the removal of any such lien. Notice is hereby given that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant at Tenant's order or request, or to anyone holding an interest

in the Premises or any part thereof through or under Tenant, and that no mechanic's, construction, or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Premises.

7.6 Liens. Landlord, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed, or otherwise, now or hereafter belonging to or in the possession of Tenant. Further, Tenant may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment, so long as such removal does not adversely affect Tenant's ability to operate the Premises as a public library.

ARTICLE 8
RIGHT OF QUIET ENJOYMENT

8.1 If, and so long as, Tenant pays the Rent and Additional Payments, and keeps and performs each and every term, covenant, and condition under this Lease, the Tenant shall quietly enjoy the Premises for the Term hereof, and any extension or renewal thereof, without hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.

8.2 Without limiting any of its rights, the Tenant may cancel, or otherwise terminate, this Lease upon thirty (30) days' notice to the Landlord in the event that quiet enjoyment or use of the Premises is prohibited or materially and adversely interfered with by an action or inaction of the Landlord, provided that from the date of receipt of notice from the Tenant to the Landlord, the Landlord shall have thirty (30) days to cure the prohibition or interference affecting the Tenant's quiet enjoyment or use of the Premises and may be extended further provided Landlord is diligently pursuing a resolution to the matter. Maintenance, repair and restoration of the Premises, Building and Property after casualty shall not constitute interference by Landlord or its contractors, employees or agents with the quiet enjoyment of the Premises by Tenant so long as such work proceeds to completion in a commercially reasonable manner. If Tenant cancels or otherwise terminates this Lease pursuant to this Section 8.2, the Tenant may pursue any of the available Default remedies in Article 14 of this Agreement.

ARTICLE 9
INSURANCE AND INDEMNIFICATION; HOLD HARMLESS

9.1 Insurance. The Parties hereby acknowledge and agree that the Tenant is self-insured. As a result, the Tenant is not required to provide any type of certificate of insurance to the Landlord. Tenant shall carry its own personal property insurance to cover the Premises fixtures, furnishings and equipment located in or serving the Premises. Landlord will, during the term of this Lease and any renewals, carry Property, Flood Insurance (when applicable), and Commercial General Liability Insurance coverage to cover the Premises and the Property.

9.2 The Tenant shall not be liable for any damage or injury which may be sustained by any party or person in the Premises, or in the Property, except to the extent such damage or injury caused by the negligence of the Tenant, its officers, employees, vendors, or agents, and any such liability is subject to, and limited by, the limitations of Florida Statutes, Section 768.28.

9.3 All personal property placed or moved into the Premises by the Tenant shall be at the risk of the Tenant. The Landlord shall not be liable to Tenant for any damage to said personal property unless caused by the sole negligence or willful misconduct of Landlord, Landlord's agents, or employees.

9.4 The Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Tenant 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 the negligence of the Landlord or negligence of its employees, agents, partners, or principals. Landlord shall pay all claims or losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may arise from such matters. Landlord expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Landlord shall in no way limit its responsibility to indemnify, keep and save harmless and defend the Tenant, its officers, employees, agents, and instrumentalities as herein provided. Tenant does hereby agree to indemnify and hold harmless the Landlord to the extent and within the limitations of Section 768.28, F.S., subject to the provisions of that Statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000.00 (or such larger amount as may result from amendments to Section 768.28, F.S. after the Effective Date of this Lease), or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds $300,000.00 (or such larger amount as may result from amendments to Section 768.28, F.S. after the Effective Date of this Lease) from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the gross negligence of the Tenant. However, nothing herein shall be deemed to indemnify the Landlord from any liability or claim arising out of the negligent performance or failure of performance of the Landlord or any unrelated third party.

ARTICLE 10
SUBORDINATION /NON-DISTURBANCE

10.1 Lease Subordination; Non-Disturbance Agreement. All ground or underlying leases and mortgages covering the fee of the Property, or which at any time thereafter affect the Property, and to all renewals, modifications, or replacements thereof (collectively, a "Fee Encumbrance") shall be automatically subordinate and subject to the Tenant's rights under this Lease. With respect to any Fee Encumbrance, Landlord will obtain a non-disturbance agreement (a "Non-Disturbance Agreement") from all such holders of a Fee Encumbrance in substantially the form attached as **Exhibit F**, (subject to the holder of the Fee Encumbrance being able to request such reasonable changes that are customary for such documents and the acceptance, modification or rejection thereof being subject to the Tenant's reasonable discretion), providing that the Tenant's interest under the Lease shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any Fee Encumbrance, and that Tenant shall enjoy peaceful possession of the Premises during the term of the Lease and any renewals, so long as Tenant complies with the terms, conditions, and covenants of this Lease and performs its obligations under this Lease Any Fee Encumbrance shall in any event remain subordinate to this Lease even if the holder of any Fee Encumbrance refuses to enter into a Non-Disturbance Agreement. Landlord and Tenant agree that the terms, conditions and covenants contained in this Lease shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise.

ARTICLE 11
CASUALTY

11.1 If the Premises shall be damaged, destroyed or rendered untenantable, in whole or in part, by or as the result or consequence of fire, windstorm, or other casualty, disaster (natural or otherwise), or hazard (each a "Casualty") during the Term or any extension thereof, Landlord shall have 180 days to make the Premises tenantable, otherwise either party may cancel this Lease by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within sixty (60) days after the date of such Casualty, Landlord shall cause the Building and Premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, Tenant shall be liable for Rent and Additional Payments only until the date of such Casualty. In the event of partial destruction that does not render the Premises wholly untenantable, the Rent and Additional Payments shall be proportionately abated in accordance with the extent to which Tenant shall be deprived of use and occupancy of the Premises or the Property. Tenant shall not be liable for Rent other than Common Expenses during such period as the Premises shall be totally untenantable due to fire, windstorm, or other casualty. The Parties acknowledge that the Casualty shall not be deemed to have been caused by Landlord or its agents, unless such Casualty was directly caused by the gross negligence or willful misconduct of Landlord or its agents. Landlord shall be responsible solely for the cost to repair and restore the "gray shell buildout" improvements as defined in the previously referenced Development Agreement and provided by Landlord at the commencement of this Lease, unless the damage was caused by the negligence or willful misconduct of the Landlord or its agents, in which case Landlord shall be responsible for restoring and repairing the Premises, but solely to the extent that insurance proceeds are available for such costs pursuant to the terms of the senior mortgage encumbering the Property, together with any liability insurance deductible that shall be paid by Landlord. Except as provided above, Tenant shall be responsible for the cost of repairing or restoring all improvements to the Premises originally or thereafter funded or provided by Tenant.

ARTICLE 12
EMINENT DOMAIN

12.1 If all of the Premises or the common areas or the Building or the Property shall be taken or condemned either permanently for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then the entire compensation or award therefore, including leasehold, reversion, and fee, shall belong to Landlord and Tenant as their rights may appear, and the Tenant hereby waives any right to make any additional claim against the Landlord, and this Lease shall terminate as of the effective date of the taking or condemnation.

12.2 In the event only a portion of the Premises, not exceeding twenty (20%) percent of the same, shall at any time after the execution of this Lease be taken by public or quasi-public use or condemned under eminent domain, and the remaining portion of the Premises can be repaired to be commercially fit for the operation of Tenant's business, in the sole discretion of the Tenant, within 180 days after the condemning authority takes possession, or within such other reasonable period to be negotiated between Landlord and Tenant, then Landlord at its own expense shall repair the remaining portion of the Premises (but Landlord shall only be obligated for such repairs (a) to restore such portion of the Premises to its "gray shell buildout" condition, (b) to the extent of condemnation proceeds, which shall be apportioned between Landlord and Tenant as applicable, subject to the consent of the holder of the senior mortgage encumbering the Property. In such event this Lease shall remain in effect and there shall be an equitable adjustment of Rent and Additional Payments for the remainder of the Term and any renewals based on the percentage taken or condemned.

12.3 In the event that more than twenty (20%) percent of the Premises shall be so taken or condemned, or if less than twenty (20%) percent of the Premises is so taken or condemned but the remaining portion of the Premises cannot be repaired within said 180 day period or some other reasonable time period agreed to between Landlord and Tenant, so as to be commercially fit for the operation of Tenant's business, then at the option of Tenant upon the giving of thirty (30) days written notice (after such notice of condemnation), this Lease shall terminate as of the date the condemning authority takes possession, and Tenant shall receive its share of the condemnation or taking proceeds. Rent and Additional Payments shall be prorated as of that date, and after that date the parties hereto shall be released from all obligations hereunder except as herein stated.

12.4 In the event that the whole or any part of the Premises shall be taken or condemned temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, for a period not to exceed two (2) years, then this Lease, at the option of the Tenant, shall not terminate by reason thereof, and Tenant's Rent and Additional Payments shall be abated for the period of the temporary taking.

Except as provided in this Article, no other taking, appropriation, or condemnation shall cause this Lease to be terminated. No such appropriation or condemnation proceeding shall operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment.

ARTICLE 13
ATTORNMENT

13.1 Attornment. Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants, and conditions of this Lease for the remainder of the Term, as renewed or extended.

13.2 Intentionally Omitted

ARTICLE 14
DEFAULT AND REMEDIES

14.1 Landlord's Default. It shall constitute a default of this Lease by Landlord if, except as otherwise provided in this Lease, Landlord fails to observe or perform any of the covenants, conditions, or provisions of this Lease to the observed or performed by Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion, provided that in no event, shall the cure period exceed 180 days unless Landlord and Tenant agree in writing to a longer time period. In the event of any such default by Landlord, Tenant may at any time thereafter (i) bring an action for damages; (ii) or for injunctive relief; (iii) or Specific Performance; and if relating to maintenance and/or repairs, then undertake such maintenance and/or repairs and deduct the amount of such work (including materials and labor) from any Rent or Additional Payments due to the Landlord; and/or pursue any other remedy available to the Tenant under this Lease, or at law, or in equity (it being recognized that in such event Tenant is irreparably harmed for which there is no adequate remedy at law).

14.2 Tenant's Default. If Tenant shall fail to pay any monthly installment or item of Rent or Additional Payments on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to Tenant by Landlord, except for failure to pay Rent or Additional Payments, which shall have a thirty (30) day period for cure after written notice thereof to Tenant by Landlord, and further, if Tenant shall be diligently attempting to cure such failure to perform any other conditions, covenants, or conditions, the time to cure such failure shall be extended for an additional thirty (30) days, then Landlord may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable, and termination of the Lease and Tenant's right to occupy the Premises . All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

ARTICLE 15
ASSIGNMENT AND SUBLETTING

15.1 Consent Required for Assignment or Sublet. Tenant shall not assign this Lease or any part thereof or sublet all or any part of the Premises without prior written consent of Landlord, which shall not be unreasonably withheld, provided that if the proposed use of the Premises by such assignee or subtenant is not for a public library or another use compatible with the residential character of the Building, such other use being subject to Landlord's approval in its sole discretion, and/or the proposed assignee or subtenant is not an agency or other operating unit of Miami-Dade County or the City of Miami, Landlord may withhold its consent in its sole discretion. Any assignment or subletting consented to by Landlord shall be evidenced in writing in a form acceptable to Landlord.

15.2 Transfer of Landlord's Interest. In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any security deposit given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned by Landlord to such successor in interest of Landlord; and Landlord shall thereby be discharged of any further obligation relating thereto. Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee, as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

ARTICLE 16
NOTICE

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or email (so long as the intended recipient confirms receipt of the email), or by a nationally recognized courier, such as FedEx, or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant:	Miami-Dade Public Library System 101 West Flagler Street, 3rd Floor Miami, Florida 33130 Attention: Ray Baker, Director Email: Ray.Baker@miamidade.gov
with a copy to:	Miami-Dade County County Attorney's Office 111 N.W. First Street, 28th Floor Miami, Florida 33128
	Miami-Dade County Internal Services Department 111 N.W. First Street, Suite 2460 Miami, Florida 33128 Attention: Director
To Landlord:	Dulce Vida Apartments, LLC 2800 Ponce de Leon Blvd., Suite 1160 Coral Gables, Florida 33134 Attention: Michael Wohl Email: mwohl@coralrockgroup.com
With a copy to:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 W. Flagler Street, Suite 2200 Miami, Florida 33130 Attention: Richard E. Deutch, Jr. Email: rdeutch@stearnsweaver.com

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle. If notice is sent by email, then notice is deemed delivered on the date that the recipient confirms receipt of the email message.

ARTICLE 17
MISCELLANEOUS

17.1 Time of Essence. Time is of the essence in the performance of each provision of this Lease.

17.2 Attorneys' Fees. In the event of any litigation between the parties, each Party shall be responsible for its own attorneys' fees, witness fees, and court costs.

17.3 Right of Entry. The Landlord and its agents and representatives shall have access to the Premises, with an escort by an employee of the Tenant, at all reasonable times for the purpose of (i)

inspecting and examining the condition and maintenance of the Premises; (ii) making such repairs, additions, improvements, changes or alterations, to the Premises, as Landlord may deem necessary for its safety or preservation; (iii) showing the Premises to prospective mortgagees or purchasers; (iv) exhibiting the Premises to prospective tenants during the last three (3) months of the Term. Any such action by Landlord shall not be deemed an eviction or disturbance of Tenant, nor shall Tenant be entitled to any abatement of rent or any damages for any injury or inconvenience occasioned thereby.

17.4 Surrender of Premises. Tenant agrees to surrender to Landlord at the end of the Term of this Lease, or any extension thereof, said leased Premises in as good condition as said Premises were at the beginning of the Term of this Lease with all fixtures remaining, ordinary wear and tear and damage by fire, windstorm or other acts of God excepted.

17.5 Early Termination by Tenant. Separate and apart from any other rights granted to Tenant to cancel or otherwise terminate this Lease, the Tenant reserves the right to terminate this Lease, at any time during the Term, without cause, upon one-hundred and twenty (120) days prior written notice to the Landlord. Upon such early termination this Lease shall terminate as though the early termination date was the date originally fixed as the end of the Term of this Lease. If Tenant terminates this Lease as provided in this Section 17.5, Landlord shall have no obligation to refund to, or reimburse Tenant for, any improvement costs that Tenant incurred in the construction, furnishing, or equipping of the Premises.

17.6 Accord and Satisfaction. No payment by Tenant, or anyone occupying the Premises by, through or under Tenant, or receipt by Landlord of a lesser amount than the rents stated herein shall be deemed to be other than on behalf of Tenant and on account of the next due rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

17.7 Severability. In the event any provision of this Lease to any extent shall be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the Lease and the remaining provisions thereof shall be valid and enforceable to the full extent permitted by law.

17.8 Brokers. Tenant and Landlord each hereby warrant and represent that it was not represented by a broker in connection with this Lease.

17.9 Waiver. If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord’s or Tenant’s rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of surrender of this Lease.

17.10 Landlord and Tenant Relationship. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of

partnership or of joint venture between the parties hereto. No estate shall pass from Landlord to Tenant, and this Lease shall not be subject to levy or sale.

17.11 Mutual Waiver of Subrogation**.** All insurance policies required to be carried by either party pursuant to the terms of this Lease, shall, to the extent permitted by law, expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees, for any injury to or death of persons or any damage or destruction of persons, property or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage is required to be covered by a policy or policies maintained by either Landlord or Tenant pursuant to this Lease.

17.12 Estoppel Certificates. Landlord and Tenant agree, at any time and from time to time, upon not less than thirty (30) business days' prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

A. Certifying that this Lease has been unmodified since its execution and is in full force and effect (or if Lease has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);
B. Stating the dates, if any, to which the rent and sums hereunder have been paid by Tenant;
C. Stating the dates, if any, to which the rent and sums hereunder have been paid by Tenant;
D. Stating the address to which notices to Landlord or Tenant, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by Landlord or Tenant or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part hereof or estate therein.

17.13 Representations. Tenant acknowledges that neither Landlord nor Landlord's agents, employees, or contractors have made any representations or promises with respect to the Premises, or this Lease, except as expressly set forth herein. By executing this Lease, the parties hereto represent and warrant that they have full authority to enter into this Lease and to perform the covenants contained herein.

17.14 Signs. Tenant's exterior signage will be of the design and form first approved in the previously referenced Development Agreement and shall comply with all requirements of the City of Miami Code, including the obtaining by Tenant of any required permits for such signage. The cost of installation, repair, or replacement of Tenant's signage is to be paid by Tenant, with the design and form of replacement signage, if different than originally approved, to be submitted to the Landlord. The Tenant shall provide all interior signs at its own expense. All signs shall be removed by Tenant at termination of this Lease and any damage or unsightly condition caused to the Building because of or due to said signs shall be satisfactorily corrected or repaired by Tenant.

17.15 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 Miami-Dade County.

17.16 Successors and Assigns. Except as otherwise provided herein, all covenants, conditions, agreements, and undertakings contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors, and assigns, the same as if they were in every case named and expressed.

17.17 Joint and Several Liability. In the event Tenant or Landlord shall be comprised of more than one (1) individual or business entity, each such individual or business entity comprising Tenant or Landlord shall be jointly and severally liable for each and every obligation of Tenant or Landlord under the terms of this Lease, provided that this section 17.17 shall not impose any liability under this Lease upon the direct or indirect members, partners, shareholders, joint venturers or lenders of the entity(ies) comprising Landlord from time to time.

17.18 Governing Law. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the internal laws of the state of Florida, without giving effect to any principles of conflict of law. Any legal action or proceeding with respect to this agreement may be brought in the courts of Miami-Dade County, Florida or of the United States District Courts having jurisdiction over Miami-Dade County, Florida, and, by execution and delivery of this agreement, Tenant hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Tenant hereby further irrevocably waives any claim that any such courts lack jurisdiction, and agrees not to plead or claim, in any legal action or proceeding with respect to this Lease brought in any of the aforesaid courts, that any such court lacks jurisdiction over Tenant.

17.19 Recording. This Lease shall not be recorded in the public records office or department by Landlord or Tenant, except for Tenant filing this Lease with the Clerk of the Board, Miami-Dade County, Florida.

17.20 Payment. All payments to be made to Landlord or Tenant pursuant to the terms of this Lease shall be made in lawful currency of the United States of America.

17.21 Interpretation. This Lease, and any riders and exhibits hereto, have been mutually negotiated by Landlord and Tenant. Any ambiguities will not be interpreted in favor of either party. The captions contained herein are for convenience and reference only and will not be deemed as part of this Lease or construed in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

17.27 Headings, Captions and References. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any terms or provisions hereof. The use of the terms “hereof,” “hereunder” and “herein” shall refer to this Lease as a whole, except where noted otherwise.

17.23 Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant, including, without limitation, any indemnities of Tenant contained in this Lease, and Tenant's covenant to pay Rent, shall specifically survive the expiration or earlier termination of this Lease.

17.24 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon

the parties, notwithstanding that all the parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this Lease, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format or executed by means of an electronic signature application such as DocuSign may be used in place of original signatures on this Lease. Each party intends to be bound by such party's facsimile, "PDF" or other electronic format signature on this Lease, is aware that the other parties are relying on such party's facsimile, "PDF" or other electronic format signature, and hereby waives any defenses to the enforcement of this Lease based upon the form of signature. Promptly following any facsimile transmittal or e-mail transmittal of "PDF" or other electronic format signatures, the parties shall deliver to the other parties the original executed Lease by reputable overnight courier to the addresses listed on page one (1) of this Lease.

17.25 Entire Agreement. This Lease and the exhibits attached hereto set forth the entire agreement between Landlord and Tenant, and all prior promises and agreements, oral or written, between them are merged into this Lease. No amendment to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by Landlord prior to submittal to the Miami-Dade Board of County Commissioners for approval and signed by the County Mayor or County Mayor's designee.

17.26 Force Majeure. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes reasonably beyond Landlord's and/or Tenant's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, public health emergencies or restrictions, including pandemics, or through acts of God. Notwithstanding the foregoing, the existence of any pandemic, including, but not limited to the novel coronavirus, shall not excuse non-payment of any monetary sums due hereunder.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor or Mayor's Designee, as authorized by the Board of County Commissioners; all on the day and year first hereinabove written.

LANDLORD

Signed in the presence of:

Dulce Vida Apartments, LLC.
a Florida limited liability company

By: _____
Name: Michael Wohl
Title: ~~**President/Chief Executive Officer**~~ Manager

Print Name: Victor Brown

Print Name: Joel Furrer

(OFFICIAL SEAL)

TENANT

ATTEST:
JUAN FERNANDEZ-BARQUIN
CLERK OF COURT AND COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava
County Mayor

Approved by the County Attorney as to form and legal sufficiency: _____

ATTACHMENT 3

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2025, by and between the City of Miami, a municipal corporation of the State of Florida, with offices at 444 SW 2nd Avenue, Miami, Florida (the "City"), and Miami-Dade County, a political subdivision of the State of Florida, via its Miami-Dade Public Library System, located at 101 West Flagler Street, Miami, Florida 33130 (the "County"). City and County shall each be referred to as a "Party" and together be referred to as the "Parties."

WHEREAS, the City is the owner of the property located at 1785 NW 35 St, Miami, Florida, 33142, with Folio No. 01-3127-009-0140 (the "Property"), which Property is more particularly described in **Exhibit A** attached hereto, where the County houses and operates the Allapattah Branch of the Miami-Dade Public Library System ("Allapattah Library Branch"), pursuant to a lease agreement between the County and the City, dated May 15, 2007, covering eight (8) branches of the Miami-Dade Public Library System throughout the City (the "Libraries Lease Agreement"); and

WHEREAS, Dulce Vida Apartments, LLC, a Florida Limited Liability company ("Dulce Vida") is the beneficiary of City of Miami Resolution Number R-22-0435 ("City Resolution" attached as **Exhibit B**), adopted by the City Commission on November 17, 2022, setting forth the terms and conditions for the conveyance by the City to Dulce Vida of fee simple title to the Property; and

WHEREAS, the City Resolution authorized the conveyance of the Property to the Dulce Vida for the purpose of constructing workforce and affordable housing thereon, and for the design and construction of a replacement Allapattah Branch Library, collectively described hereinafter as the Project (the" Project"), for the purposes of the entire development, and as the Library (the "Library"), for the purposes of terms and conditions associated with the design, construction, and subsequent operation of the library space within the Project; and

WHEREAS, as per the City Resolution, the City and Dulce Vida entered into a Purchase and Sale Agreement (the "PSA") dated March 21, 2023, which PSA has been amended by i) First Amendment to Purchase and Sale Agreement ("First Amendment") dated June 5, 2023 and ii) Second Amendment to Purchase and Sale Agreement ("Second Amendment") dated September 11, 2024 (the PSA, the First Amendment and the Second Amendment, together with such amendments or modifications as the City and Dulce Vida may agree to hereafter collectively, the "Purchase and Sale Agreement"); and

WHEREAS, the Libraries Lease Agreement, as renewed, will automatically terminate, with respect to the Allapattah Library Branch only, upon the conveyance of the Property from the City to the Developer as per the terms of the Purchase and Sale Agreement; and

WHEREAS, the County and Dulce Vida will enter into a development agreement ("Development Agreement") which will govern the terms and conditions of the design and construction of the Library, as provided for in the City Resolution, which contemplates, among other things, that the County will vacate the existing Allapattah Library Branch and relocate to temporary premises during the construction of the new Library; and

WHEREAS, in accordance with the PSA and the City Resolution, the County and Dulce Vida will enter into a lease agreement ("Lease"), in which Dulce Vida, as Landlord, is leasing to the County, as Tenant, premises (the "Premises"), consisting of approximately 8,500 square feet of air conditioned space, located on the ground floor of the improvements to be constructed by Dulce Vida on the Property as part of the Project, under terms and conditions more specifically set forth in the Lease; and

WHEREAS, the conveyance of the Property to Dulce Vida by the City, as provided for in the City Resolution, is subject to an automatic reverter provision for Dulce Vida's failure to comply with its obligation to build workforce and affordable housing on the Property and related restrictions; and

WHEREAS, the City and the County wish to ensure, should title to the Property revert to the City, the County's ability to operate the Allapattah Library Branch in the Property, as contemplated in the City Resolution;

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **Recitals -** The foregoing recitals are true and correct and are hereby incorporated by reference.

2. **Readdition of Allapattah Library Branch to Libraries Lease Agreement-** If title to the Property reverts to the City pursuant to its rights under the City Resolution, prior to Dulce Vida demolishing any of the existing improvements on the Property and commencing construction of the Project, such that the space currently occupied by the Allapattah Library Branch remains substantially the same at the time of the reverter as when the County vacated the premises, the County may, at its option, return to the space it previously occupied, and continue to operate the Allapattah Library Branch as it had done so before the conveyance to Dulce Vida, subject to the terms and conditions of the Libraries Lease Agreement, to which the Allapattah Library Branch will be readded.

3. **County's Right to Complete the Library Buildout -** If title to the Property reverts to the City pursuant to its rights under the City Resolution, after Dulce Vida has commenced construction of the Project or the Library, but prior to completing the construction of the Library, the City will allow the County, at County's option, to complete the Library Buildout as set forth in Section 13.1 of the Development Agreement, which provides as follows:

13.1 *Completion on Developer's Default- If the Developer fails to complete the Library Buildout within the time period provided herein, after any applicable notice and cure period have expired, and without limiting its legal and equitable remedies hereunder, County may take over the construction of the Library Buildout and complete same by assuming the obligations of Developer under any existing contract or subcontract, or by separate contract or otherwise, at County's sole expense, provided that the Developer shall be liable to the County for any cost and expense in excess of the Budget, reasonably incurred by the County as a result of such taking over by County of the Library Buildout. In such event County may take possession of and utilize any materials, tools, supplies, equipment, and appliances belonging to Developer which may be situated in the Library and designated for Library Buildout. In such event the County may exercise any rights, claims, or demands which the Developer may have against third persons in connection with this Agreement.*

4. **County's Right to Remain as Tenant of the Premises Upon Completion of the New Library -** If the County elects to complete the Library Buildout as set forth in section 3 above, the City will allow the County to remain as Tenant of the Premises, and the City and the County will enter into a new lease agreement with substantially the same terms and conditions of the Lease between the County and Dulce Vida ("New Lease"). Any subsequent conveyance of the Property by the City to another party will be subject to the New Lease between the County and the City.

5. **Notices -** All notices by the County or the City, to the other party, shall be delivered by either hand delivery, or email (so long as the intended recipient confirms receipt of the email), or by a nationally recognized courier, such as FedEx, or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

TO CITY:

City of Miami
DREAM Director
444 SW 2nd Avenue
10th Floor
Miami, Florida 33130
Email: DREAM@miamigov.com

With Copy to:
City of Miami
City Attorney
444 SW 2nd Avenue
9th Floor
Miami, Florida 33130
law@miamigov.com

TO COUNTY:

Miami-Dade Public Library System
101 West Flagler Street, 3rd Floor
Miami, Florida 33130
Attention: Ray Baker, Director
Email: Ray.Baker@miamidade.gov

Miami-Dade County
People & Internal Operations Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Raquel Matas, Real Estate & Development
E-mail: Raquel.Matas@miamidade.gov

Miami-Dade County
County Attorney's Office
111 N.W. First Street, 28th Floor
Miami, Florida 33128
Attention: Melanie Spencer, Assistant County Attorney
E-mail: Melanie.Spencer@miamidade.gov

6. **Term -** The term ("Term") of this Agreement shall commence upon execution by the City and the County and shall remain in effect until Dulce Vida has received its final Certificate of Occupancy for the Library and the Project.

7. **Miscellaneous (In alphabetical order) -**

a. **Amendments.** No modifications or amendments to this Agreement shall be binding on either party unless in writing, signed by both parties, and approved by the County Mayor, City Manager, or their designees.

b. **County's Rights as Sovereign**. Notwithstanding and prevailing over any contrary provision in this Agreement, it is expressly understood that the County retains all of its sovereign prerogatives and rights 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.

c. **Entire Agreement.** This Agreement constitutes the entire current agreement of the Parties with respect to the subject matter hereof and supersedes all previous or contemporaneous written or oral negotiations, understandings, communications, arrangements, and agreements regarding the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document.

d. **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida.

e. **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

f. **Severability.** The Parties expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf as of the date first set forth above.

Witnesses (two required):

Signature:_____

Print Name: _____

Signature:_____

Print Name: _____

CITY OF MIAMI, a Florida municipal corporation

By:_____

Art Noriega, V, City Manager

Attest:

_____

Todd Hannon, City Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY FOR THE USE AND BENEFIT OF THE CITY ONLY BY:

By: _____

George K. Wysong III
City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

This instrument was acknowledged before me by means of [__] physical presence or [__] online notarization on _____ by _____, as City Manager of the City of Miami, Florida, a Florida municipal corporation. He is personally known to me or presented a Florida drivers' license as identification.

SEAL

_____

Notary Public, State of Florida

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

Witnesses (two required):

Signature:_____

Print Name: _____

Signature:_____

Print Name: _____

MIAMI-DADE COUNTY, FLORIDA, , a political subdivision of the State of Florida

By:_____

Daniella Levine Cava, County Mayor

Attest:

_____

By:

APPROVED AS TO LEGAL FORM AND SUFFICIENCY FOR THE USE AND BENEFIT OF THE COUNTY ONLY BY:

By: _____

Geri Bonzon-Keenan
County Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

This instrument was acknowledged before me by means of [__] physical presence or [__] online notarization on _____ by _____, as _____ of Miami-Dade County, a political subdivision of the State of Florida. He is personally known to me or presented a Florida drivers' license as identification.

SEAL _____

Notary Public, State of Florida

Exhibits - Table of Contents

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Exhibit E-1	Site Plan & Floor Plan Layout	page 152
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Exhibit I-1	Grey Shell Buildout	page 237
Exhibit I-2	Library Buildout (Finish Shell)	page 238

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 21st day of March, 2023, ("Effective Date") by and between the **City of Miami,** a municipal corporation of the State of Florida, with offices at 444 SW 2 Avenue, Miami, Florida 33130 (the "**Seller**" or "**City**"), and **Dulce Vida Apartments, LLC,** a Florida limited liability company, with offices at 2800 Ponce De Leon Blvd., Suite 1160, Coral Gables, FL 33134 (the "**Purchaser**"). (The Seller and the Purchaser are hereinafter jointly referred to as the "Parties" and individually may be referred to as a "Party".)

Recitals

A. The Seller agrees to convey by quitclaim deed the Property, as more particularly described herein, to the Purchaser pursuant to Resolution Number R-22-0435 ("Resolution") (a copy of which is attached hereto and incorporated herein as Exhibit A), duly adopted by the Miami City Commission on November 17, 2022, in accordance with Section 29-B(a) of the Charter of the City of Miami, Florida, as amended ("City Charter"), for the purpose of constructing workforce and affordable housing ("Project"), and subject to the restrictions and requirements specified in the Resolution and herein.

B. The Purchaser desires to acquire the Property from the Seller in accordance with the terms and conditions of this Agreement.

C. Accordingly, Seller agrees to convey by quitclaim deed the Property to Purchaser in reliance on Purchaser's covenant that Purchaser will:

(i) within twenty-four (24) months following the Closing, as defined herein, commence the construction of the Project and Improvements, as described herein, as evidenced by issuance of the required building permits from the City of Miami's Building Department,

(ii) construct the Project in substantial compliance with the attached proposal Exhibit E this Agreement, the City of Miami's building requirements, and all applicable Federal, State, and local laws, rules, and regulations,

(iii) continue diligently with the construction of the Project, including but not limited to the construction of the Improvements, as hereinafter defined, on the Property, to completion, as evidenced by the issuance of a Certificate of Occupancy, Certificate of Completion, or Temporary Certificate of Use (as applicable) from the City of Miami's Building Department, by no later than forty-eight (48) months from the date of Closing. For the avoidance of doubt, completion of the Project's construction shall result in:

- one (1) building erected on the Property, which shall include a five thousand (5,000) square foot, or larger, public library located on the ground floor and operated by Miami-Dade County or an agency thereof, and a minimum of one hundred seventy (170) affordable residential units ("Improvements"), that must be occupied by eligible residents as follows:
  a.) eighty five (85) of eligible residents whose annual income is at or below one hundred percent (100%) of area median income, with adjustments for

family size ("AMI") (the "Workforce Housing Units"), and b.) eighty five (85) of eligible residents whose annual income is at or below sixty percent (60%) of AMI (the "Low Income Housing Units"), as published annually by the United States Department of Housing and Urban Development ("HUD") ("Eligible Residents" or "Low Income Persons" or "Workforce Housing Persons") for a period of thirty (30) years from the Project Completion Date, as defined in the attached Deed, during which all one hundred seventy (170) affordable residential units must be fully leased to and occupied by Eligible Residents ("Affordability Period"), in accordance with Section 29-B(a) of the City Charter incorporated herein by this reference, all in accordance with the restrictions, terms, and covenants set forth herein. In addition, Purchaser agrees to use commercially reasonable efforts to obtain a project based Housing Assistance Payments (HAP) Contract, from HUD, for fifty percent (50%) of the Low Income Housing Units or twenty five percent (25%) of the total housing units.

D. The Purchaser acknowledges that the Property is currently subject to a Lease Agreement ("Lease") between Seller and Miami-Dade County ("County"), dated May 15, 2007, for the operation of a public library known as Allapattah Library, which is managed by the County ("Library"). The County shall continue to have the authority, rights, and obligations to operate the Library on the Property pursuant to the Lease until such time as the Lease is terminated.

E. The Purchaser further acknowledges that the Property is also currently subject to a Parking Services Memorandum of Understanding ("MOU") between the Seller and the Department of Off-Street Parking ("MPA"), dated February 28, 2020, and subsequently amended on October 9, 2020, for the MPA's operation of public parking on the Property. The MPA shall continue to have the authority, rights, and obligations to operate the parking on the Property pursuant to the MOU until such time as the MOU is terminated.

Now, therefore, the above recitals are incorporated as if set forth in full herein and the Parties hereto hereby agree that the Seller shall transfer and the Purchaser shall accept the following property, hereinafter referred to as the "Property," upon the following terms and conditions:

Terms

1. **LEGAL DESCRIPTION OF THE PROPERTY**

1785 Northwest 35th Street Miami, Florida 33142
Folio number: 01-3127-009-0140

Lots 18, 19, 20, 21, 22, 23, 24, 25 and 26 of COLONNA SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 11, at Page 69, of the Public Records of Miami-Dade County, Florida.

2. **PURCHASE PRICE AND PAYMENT**

The Purchaser agrees to pay and the Seller agrees to accept for the Property the sum of Ten and 00/100 Dollars ($10.00) (the "Purchase Price").

At Closing, the Purchase Price (increased or decreased by adjustments, credits, prorations, and expenses as set forth in the provisions of this Agreement) shall be paid by the Purchaser to the Seller in the form of cashier's check, certified check, official bank check, or wire transfer.

3. ENVIRONMENTAL MATTERS

A. Definitions.

For purposes of this Agreement: The term "Hazardous Materials" shall mean and include without limitation, any substance, which is or contains (A) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C., Section 9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (B) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C., Section 6901 et seq.); (C) any substance regulated by the Toxic Substances Control Act (15 U.S.C., Section 2601 et. Seq.); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; (E) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (F) polychlorinated biphenyls; and (G) any additional substances or material which: (i) is now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements as hereinafter defined; (ii) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (iii) would constitute a trespass if it emanated or migrated from the Property.

The term "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter enacted, promulgated, or amended of the United States, the states, the counties, the cities, or any other political subdivision, agency or instrumentality exercising jurisdiction over Seller or Purchaser, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, groundwater, land or soil).

B. Disclaimer as to Environmental Matters.

The Property is being sold in "AS IS" condition. Purchaser acknowledges and agrees that Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, (past, present, or future) of, as to, concerning or with respect to environmental matters with reference to the

Property, including, but not limited to: (a) the value, nature, quality or condition of the Property, including, without limitation, the water, minerals, soil and geology, (b) the compliance of or by the Property or its operation with any Environmental Requirements, (c) any representations regarding compliance with any environmental protection, pollution or land use, zoning or development of regional impact laws, rules, regulations, orders or requirements, including the existence in or on the Property of Hazardous Materials.

Purchaser further acknowledges and agrees that it is being given the opportunity to inspect the Property, and specifically the existing building on the Property that currently houses the Library, and all relevant documents and records of Seller as they relate to the Property and other documents that may exist in the public records of the state, county and/or city relating to the environmental condition of the Property as part of this Agreement and that Purchaser is not relying upon any documents or representations made by or on behalf of Seller, but that Purchaser is responsible to conduct its own investigation(s) of the Property. Seller acknowledges Purchaser may enter the Library for the purposes of conducting inspections, in accordance with this Agreement.

Purchaser further acknowledges and agrees that any information provided or to be provided by Seller with respect to the Property was obtained from a variety of sources, and that Seller has not made an independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any regard by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, servant or other person.

C. Environmental Inspection.

Purchaser, its employees, agents, consultants and contractors shall have a period of ninety (90) days from the Effective Date (the "Environmental Inspection Period") in which to undertake at Purchaser's expense, such physical inspections and other investigations of and concerning the Property (including the Library) including surveys, soil borings, percolation, engineering studies ("Engineering Studies"), environmental tests and studies and other tests as Purchaser considers necessary for Purchaser and its consultants to review and evaluate the physical characteristics of the Property (the "Environmental Inspection") after giving the Seller reasonable notice of twenty-four (24) hours prior to each test performed. Purchaser's inspection of the Library shall include testing for asbestos, as part of Purchaser's Demolition plans for the Library after closing. Engineering Studies shall include but shall not be limited to a condominium conversion engineering report ("Report"), if applicable. Purchaser agrees to bear any and all cost and expense associated with producing the Report.

The Seller, at its sole option, may extend the Environmental Inspection Period for an additional twenty-five (25) days if based upon the results of the testing, additional testing is warranted. For the purpose of conducting the Environmental Inspection, Seller hereby grants to Purchaser and its consultants and agents, full right of entry upon the Property (including the Library) during the Environmental Inspection Period through the Closing

Date, as set forth herein. The right of access herein granted shall be exercised and used by Purchaser, its employees, agents, representatives and contractors in such a manner as not to cause any material damage or destruction of any nature whatsoever to the Property and any improvements thereon, or interruption of the use of the Property by the Seller, its employees, officers, agents and tenants.

D. Inspections Subject to Existing Agreements.

Notwithstanding anything contained in this Agreement to the contrary, all inspections of the Library and the parking areas of the Property shall be at reasonable times upon advance written notice and subject to the reasonable discretion of the County and MPA, respectively. In no event shall any of Purchaser's inspections unreasonably interfere with the County's or MPA's operations of the Library on the Property or otherwise unreasonably interfere with the performance of the Seller's obligations under the Lease or MOU, the County's obligations under the Lease, or the MPA's obligations under the MOU.

E. Inspection Indemnity, Insurance and Releases.

Notwithstanding anything contained in this Agreement to the contrary, as consideration for the Purchase Price for the Property, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the Seller granting a continuing right of entry, which shall at all times be subject to compliance with the Lease and MOU , the Purchaser hereby specifically agrees to: (i) immediately pay or cause to be removed any liens or encumbrances filed against the Property as a result of any actions taken by or on behalf of Purchaser in connection with the inspection of the Property; (ii) immediately repair and restore the Property to its condition existing immediately prior to the Environmental Inspection; and (iii) indemnify, defend and hold harmless Seller, its employees, officers and agents, from and against all claims, damages and losses incurred to the Property, and anyone on the Property as a result of the actions taken by the Purchaser, its employees, agents, representatives and contractors, and anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

The provisions of this indemnification shall survive the Closing and the termination of this Agreement.

Prior to Purchaser entering upon the Property (including the Library) for purposes of commencement of the Environmental Inspection, Purchaser shall furnish to Seller the policy or policies of insurance and/or certificates of insurance in form and such reasonable amounts approved by the City of Miami's Risk Management Department, attached hereto and incorporated herein as Exhibit B, protecting the Seller, during the course of such testing, against all claims for personal injury and property damage arising out of or related to the activities undertaken by the Purchaser, its agents, employees, consultants and contractors, and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts they may be liable, upon the Property or in connection with the Environmental Inspection.

Purchaser hereby voluntarily, intentionally and knowingly waives any and all claims against the Seller for personal injury or property damage sustained by the Purchaser, its employees, agents, contractors, and consultants arising out of or related to the activities undertaken by the Purchaser, its agents, employees, consultants and contractors upon the Property (including the Library) or in connection with the Environmental Inspection and releases the Seller and its employees, officers and agents from any claims in connection therewith.

F. Remedies/Right of Termination.

If Purchaser discovers, during the Environmental Inspection Period, the presence of Hazardous Materials on the Property in levels or concentrations which exceed the standards set forth by the Miami Dade County Department of Environmental Resources Management ("DERM"), the State of Florida Department of Environmental Protection, the United States Environmental Protection Agency, or the Environmental Requirements, as defined herein, by any other federal, state or local regulatory body with jurisdiction for environmental matters prior to the end of the Environmental Inspection Period, Purchaser shall notify Seller in writing and deliver to Seller copies of all written reports concerning such Hazardous Materials (the "Environmental Notice"). The Purchaser and Seller shall have seven (7) business days from the date the Seller receives the Environmental Notice to negotiate a mutually agreeable remediation protocol, which remediation shall be at Purchaser's sole cost and expense, with the understanding that the existing Library shall not be remediated but in fact demolished by Purchaser after closing, and then made part of the Improvement on the property as previously outlined in Recital C (iii). In the event the Purchaser and Seller are unable to reach agreement with respect to the remediation protocol within the seven (7) business day period provided herein, the Purchaser shall have the option within two (2) business days of the expiration of the seven (7) business day period to cancel this Agreement by written notice to the Seller whereupon (i) all property data and all studies, analysis, reports and plans respecting the Property delivered by Seller to Purchaser or prepared by or on behalf of the Purchaser shall be delivered by Purchaser to the Seller; and then (ii) except as otherwise provided in this Agreement, the Parties shall thereupon be relieved of any and all further responsibility hereunder and neither Party shall have any further obligation on behalf of the other.

G. Waiver and Release.

In the event that Purchaser does not elect to cancel this Agreement, Purchaser acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" condition and basis with all faults. Purchaser on behalf of itself and its successors and assigns voluntarily, knowingly, and intentionally waives, releases, acquits, and forever discharges Seller, its heirs, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser or any of its successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or

condition of the Property including, without limitation, any Hazardous Materials in, at, on, under or related to the Property, or any violation or potential violation or any Environmental Requirement applicable thereto. In addition, Purchaser thereafter specifically waives all current and future claims and causes of action against Seller arising under CERCLA, RCRA, Chapters 376 and 402, Florida Statutes, and any other federal or state law or county regulation relating to Hazardous Materials in, on, or under the Property. Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing and termination of this Agreement.

4. TITLE EVIDENCE

Notwithstanding any language contained herein to the contrary, Purchaser acknowledges that the Seller is remising, releasing and quitclaiming the Property unto the Purchaser and makes no representations whatsoever as to title. Purchaser, at its sole cost and expense, shall be responsible for obtaining all title documents, including but not limited to title policy or policies, title commitments, abstract of title, or other evidence of title, which Purchaser requires in order to ascertain the status of title. Purchaser agrees to forward a copy of the aforementioned title documents to Seller immediately upon Purchaser's receipt thereof. Purchaser shall be responsible for obtaining, at its sole cost, (i) a commitment for title insurance, from a recognized title insurance company authorized to issue title insurance in the State of Florida, agreeing to insure Purchaser's title, free of all exceptions, except those that may be accepted by Purchaser, together with all corresponding title documents, and (ii) a survey of the Property showing the Property to be free of encroachments or conditions that would affect its proposed use of the Property.

In the event the Purchaser's examination of title, which examination shall include, without limitation, Purchaser's examination of a survey to be ordered at Purchaser's sole cost and expense and shall be completed within sixty (60) days of the Effective Date, or at any time after delivery of the initial examination of title, or survey, and prior to Closing, Purchaser's examination of title and survey reflects any condition which renders the title unmarketable, in accordance with the standards of the Florida Bar, or otherwise makes it impractical for the Purchaser to develop the Improvements, as defined herein (the "Title Defect"), the Purchaser shall notify Seller of such Title Defect ("Purchaser's Title Objection Notice") and shall allow the Seller thirty (30) calendar days from the date of Seller's receipt of Purchaser's Title Objections Notice within which to use reasonable diligence to cure the Title Defect. Seller shall use good faith efforts to cure any Title Defect, provided however, Seller shall not be required to bring any action or to incur any expense to cure any Title Defect or objection.

If Seller shall be unable to convey title to the Property according to provisions of this Agreement, Purchaser may: (i) elect to accept such title that Seller may be able to convey, with no reduction in Purchase Price; or (ii) terminate this Agreement, upon such termination, this Agreement shall be null and void and the Parties shall be relieved of all further obligation and liability, and neither Party shall have any further claims against the other, except as to Purchaser's liability, if any, arising out of any obligations surviving termination. In such event, the Purchaser shall notify the Seller in writing of the

cancellation of this Agreement, whereupon all abstracts of title, property data, and all studies, analysis, reports and plans respecting the Property delivered by the Seller to the Purchaser or prepared by or on behalf of the Purchaser shall be delivered by the Purchaser to the Seller.

In the event that the Purchaser does not elect to cancel this Agreement as permitted hereby, the Purchaser acknowledges and agrees that the sale of the Property as provided for herein shall be made on an "AS IS" condition and basis without any representations and warranties made by Seller.

5. DISCLAIMER OF WARRANTIES AS TO PROPERTY; "AS IS" CONVEYANCE.

A. The Purchaser acknowledges and agrees that the Purchaser is purchasing the Property in an "AS IS" condition and specifically and expressly without any warranties, representations or guaranties, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Without in any way limiting the generality of the immediately preceding sentence, and in addition to the specific disclaimers set forth in Section 3 of this Agreement with respect to Environmental Matters, the Purchaser and the Seller further acknowledge and agree that in entering into this Agreement and purchasing the Property:

(1) Purchaser hereby acknowledges that Seller has not made, will not make and does not make any warranties or representations, whether express or implied, with respect to the Property, its condition, the value, profitability, or marketability thereof;

(2) Purchaser acknowledges that with respect to the Property, Seller has not made, does not make, and will not make any warranties, whether express or implied, of merchantability, habitability or fitness for a particular use or suitability of the Property for any and all activities and uses which Purchaser may conduct thereon;

(3) Purchaser acknowledges that Seller has not made, will not make, and does not make any representations, whether express or implied, with respect to compliance with any land use, zoning or development of regional impact laws, developer impact fees or assessments, rules, regulations, orders or requirements;

(4) Purchaser acknowledges that Purchaser has made and/or shall be given an adequate opportunity to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property, the value or marketability thereof and of the appurtenances thereto. Such inquiries and investigations of Purchaser shall be deemed to include, but shall not be limited to, the condition of all portions of the Property and such state of facts as an accurate abstract of title would show;

(5) Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, projection, proforma, statement, representation, guaranty or warranty (whether express or implied, or oral or written or material or immaterial) that may have been given by or made by or on behalf of Seller;

(6) The Purchaser acknowledges that, as to any personalty on the Property, the Seller has not made, will not make and does not make, any warranties or representations, whether express or implied, and specifically disclaims any WARRANTY OF MERCHANTABILITY. As to personal property, if any, it shall be conveyed to the Seller on an "AS IS" condition and basis with all faults;

(7) The Purchaser acknowledges the encumbrances on the Property for parking spaces and Library use as follows: 1) Covenant Running with the Land recorded December 23, 1986 in Official Records Book 13126, Page 369; 2) Covenant Running with the Land recorded February 19, 1987 in Official Records Book 13184, Page 2623; 3) Lease Agreement by and between the Department of Off-Street Parking of the City of Miami (Landlord) and Allapattah Medical Pharmacy Building, Inc. (Tenant), dated November 1, 2008, as evidenced by that Memorandum of Lease Agreement recorded December 5, 2008 in Official Records Book 26675, Page 1096; and 4) Deed restriction as contained in Deed recorded in Official Records Book 3481, Page 746 ("Parking Agreements"). Accordingly, Purchaser accepts the Parking Agreements encumbering the Property's Title and shall not be deemed a Title Defect pursuant to Section 4 of this Agreement. Purchaser agrees not to include Parking Agreements in any Purchaser's Title Objection Notice made to Seller pursuant to Section 4 of this Agreement. The City, however, will executed and deliver to Purchaser any reasonable release or other documentation provided by Purchaser, needed to release such Parking Agreements as encumbrances against the title of the Property.

B. The provisions of this Section 5 shall survive the Closing or termination of this Agreement.

6. RESTRICTIONS, EASEMENTS AND LIMITATIONS

The Purchaser further agrees it shall take title subject to: zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions and matters appearing on the public records, including, but not limited to, deed restrictions and reversionary interests, and all recorded easements and any matters that would be disclosed on a survey of the Property.

7. CONDITIONS PRECEDENT

(i) Seller's obligation to sell and Purchaser's obligation to purchase shall be subject to the commercially reasonable satisfaction of the following conditions on or before thirty (30) days prior to Closing:

a. The Purchaser shall submit financial commitments, reasonably satisfactory to the Seller's Director of Real Estate and Asset Management ("Director"), of the necessary financial commitments to construct the Improvements from all other lenders.

b. The Purchaser shall submit to the Seller a copy of the construction contract for the construction of the Improvements.

c. The Purchaser shall submit to the Seller evidence satisfactory to Seller that it is ready to commence and complete construction of the Improvements within the times and in compliance with the requirements set forth herein.

d. The Purchaser shall provide Director with any and all drafts of proposed mortgages on the Property for Director's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed.

e. Purchaser shall enter into an agreement with Miami-Dade County providing for the construction and operation of a new Miami Dade Public Library Allapattah Branch Library within the Project at Purchaser's sole cost ("Library Agreement"). The Library Agreement shall provide for the construction and operation of a library no less than five thousand (5,000) square feet in size, located on the ground floor, provide free parking for staff and patrons of the library, and managed by the Miami-Dade Public Library System. The Library Agreement shall further provide for the continuous operation and public accessibility of the Library during construction either within the Property or at a temporary nearby location until such time that the new library is constructed and publicly available within the Project.

(ii) Seller's obligation to sell and Purchaser's obligation to purchase shall be further subject to the commercially reasonable satisfaction of the following conditions on or before Closing:

a. The closing of any construction financing by approved lenders shall occur simultaneously with the Closing.

b. Miami-Dade County ("County") shall have accepted Seller's partial termination of the lease agreement (for the Library) affecting the Property, between Seller and County dated May 15, 2007 ("Lease"), and such partial termination of the Lease shall have become effective.

c. The MPA shall have accepted the termination of the MOU, and such termination of the MOU shall have become effective, including the termination of any agreements with third parties for the use of such parking spaces.

d. The Purchaser shall provide evidence to the Director that it has received all necessary permits needed to construct the units, or in the alternative, such evidence may be in the form of a Permit-Ready letter issued by the applicable governmental agency or department having jurisdiction over the matter.

8. DEED RESTRICTIONS

The Seller shall convey title to the Property by quitclaim deed, henceforth known as the "Deed", containing a reverter provision and in the form and content as provided in that deed attached herein as Exhibit C, including certain deed restrictions pertaining to the use of the Property imposed in accordance with applicable requirements of the Resolution, the Charter and the Code of the City of Miami, Florida, as amended, and the City Commission.

9. CLOSING DATE

Closing shall take place no later than November 1, 2024, at a mutually agreeable time (the "Closing" or "Closing Date") at the City of Miami, Department of City Attorney's Office at 444 SW 2 Avenue, 9th Floor, Miami, Florida. The Parties may, subject to mutual agreement, establish an earlier date and alternative location for Closing. The Closing shall take place via courier with the original documents and funds being delivered at the office of Purchaser's Attorney or Purchaser's closing agent or such other location as may be agreed to by the parties. Seller may deliver the Seller's Documents to the Purchaser's Attorney or Purchaser's closing agent prior to Closing, with escrow instructions for the release of the Seller's Documents and the disbursement of the Seller's proceeds. The Purchaser has the right to extend Closing two times, for sixty (60) days each, without Seller's consent. Purchaser may extend Closing for one additional sixty (60) day period with expressed written consent from Seller, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties acknowledge and agree that Purchaser will be applying for construction financing from one or more public or private lenders (the "Financing"). Purchaser's right and obligation to acquire the Property hereunder is subject to it successfully obtaining such Financing. In the event that Purchaser does not secure such Financing by the Closing Date, as extended, Buyer may terminate this Agreement, and this Agreement shall be null and void and the Parties hereto shall be relieved of all further obligation and liability, and neither Party shall have any further claims against the other, except as to Purchaser's liability, if any, arising out of the obligations surviving the Closing or termination of this Agreement. At such time as Purchaser obtains the same it will notify the Seller of its Financing, provided, however, that the Closing of the sale of the Property shall take place in compliance with the terms of this Agreement.

10. COVENANTS

A. The Purchaser represents and warrants to the Seller that no demolition whatsoever shall occur on the Property until after Closing, except with the express written consent of Seller, which consent may be withheld in the Seller's sole and absolute discretion.

B. The Purchaser represents and warrants to the Seller that, throughout the duration of the Affordability Period, the Property will be used to provide affordable housing for Low Income Persons and Workforce Housing Persons based on criteria established by the Seller and Internal Revenue Code, Chapter 42. The Seller has relied on the Purchaser's representations in entering into this Agreement pursuant to the provisions of Section 29-B(a) of the Charter of the City of Miami, which exempts from the competitive bidding

requirements established therein "conveying property to implement housing programs or projects which are intended to benefit Low Income Persons, the criteria of which to be provided for by federal and/or state law, the City of Miami's Department of Housing and Community Development, and/or by the City commission." The Purchaser's representations and warranties contained in this Section 10 shall constitute a covenant running with the land, which touches, covenants, and concerns the land and will bind the Purchaser and its authorized assigns and heirs throughout the Affordability Period. The Purchaser's representations and warranties contained in this Section 10 shall be enforceable by the Seller as a covenant running with the land, which shall also be recorded in a separate document at Closing. A recordable Declaration of Restrictive Covenants (the "Declaration of Restrictive Covenants"), in conformity with the requirement set forth herein, is attached hereto as Exhibit D, which declaration, in substantial form and content with the attached Exhibit D shall be executed by Seller and Purchaser at closing.

The Purchaser represents and warrants to the Seller that the Property will be developed for the benefit of Low Income Persons and Workforce Housing Persons as set forth herein. The Purchaser further agrees to construct at least one hundred seventy (170) affordable residential units that are to be occupied by persons earning the area median incomes as set forth in Recital C above on the Property. Upon the conveyance of the Property to the Purchaser, the Purchaser shall continue diligently with the construction of the Improvements to completion.

C. The Purchaser agrees that concurrently with the conveyance of the Property, at Closing, the Purchaser agrees to incorporate the Declaration of Restrictive Covenants with Purchaser's representations and warranties contained in this Section 10 which will run with the land and shall be binding on the Purchaser, its successors, heirs and assignees, in favor of the Seller and enforceable by Seller, to be recorded in the public records of Miami-Dade County.

D. Purchaser acknowledges, covenants, and agrees that the Project shall include the construction of a new library, containing a minimum of five thousand (5,000) square feet located on the ground floor of the Project, to be operated by Miami-Dade County Public Library System ("New Library"). While the New Library is under construction, the Purchaser shall ensure the continuous operation and public accessibility of the Library by providing a substantially similar public library facility at a nearby temporary location.

E. Purchaser shall enter into the Library Agreement with Miami-Dade County Public Library System, with terms reasonably acceptable to the City and in compliance with the Resolution, to ensure the continuity of the public library services.

F. The provisions of this Section 10 shall survive the Closing.

11. CLOSING DOCUMENTS

A) At Closing, Seller shall execute and/or deliver to Purchaser the following:

(1) The Deed, attached hereto as Exhibit C;

(2) A Closing Statement;

(3) Seller's Title Affidavit sufficient to delete the Standard Exceptions in Purchaser's and any lender's title insurance policy, and a Non-Foreign Affidavit, as applicable;

(4) Such documents as are necessary to fully authorize the conveyance of the Property by Seller by quitclaim deed and the execution of all closing documents;

(5) Any other documents reasonably necessary or advisable to consummate the transaction contemplated hereby;

(6) the Declaration of Restrictive Covenants, attached hereto as Exhibit D;

(7) The Lease termination by and between the Seller and Miami-Dade County; and

(8) The MOU termination by and between the Seller and MPA.

B) At Closing, Purchaser shall execute and/or deliver to Seller the following:

(1) Closing Statement;

(2) Such documents as are necessary to fully authorize the purchase of the Property by Purchaser and the execution of all closing documents;

(3) Any other documents required by the Seller that are reasonably necessary or advisable to consummate the transaction contemplated hereby; and

(4) Purchaser shall pay to Seller the balance of the Purchase Price as provided for in Section 2 hereof;

(5) Any documents and/or information, including financial information and proof of construction financing, requested by the Seller pertaining to the development of the proposed Project;

(6) All documents required by the City Commission Resolution attached hereto as Exhibit A; and

(7) The Declaration of Restrictive Covenants, attached hereto as Exhibit D.

(8) The Fully Executed Library Agreement

12. CLOSING COSTS AND ADJUSTMENTS

At Closing, the following items shall be borne, adjusted, prorated and/or assumed by and between Seller and Purchaser as follows:

A. Adjustments and Prorations

1) Real Estate Taxes: All ad valorem taxes shall be pro-rated through the Closing Date based on the most current tax bill. The Seller shall be responsible for all pro-rated taxes prior to the Closing Date and Purchaser shall be responsible for all pro-rated taxes subsequent to the Closing Date.

2) Certified/Pending Liens: Certified, confirmed, and ratified governmental liens, and all pending liens, as of the Closing Date shall be paid/assumed by Purchaser. Notwithstanding the foregoing, to the extent permitted by Section 2-817(h) of the City Code, the Seller agrees to release, or cause to be released, any liens created or imposed by the Seller that are currently encumbering the Property.

3) Other Taxes, Expenses, Interest, Etc.: Taxes, assessments, water and sewer charges, waste fee and fire protection charges, if applicable, due and owing at the time of closing, shall be paid by the Purchaser.

4) Usual and Customary: Such other items that are usually and customarily pro-rated between purchasers and sellers of properties in Miami-Dade County as of the Closing Date shall be paid by the Purchaser.

B. Closing Costs

(1) Each Party shall be responsible for its own attorney's fees incurred in connection with the Closing.

(2) Purchaser shall pay all other Closing and recording costs incurred in connection with the sale and purchase of the Property described in this Agreement, including, but not limited to:

(i) all inspection and environmental testing costs;

(ii) documentary stamps and surtax on the deed;

(iii) all recording charges, filing fees payable in connection with the transfer of the Property hereunder;

(iv) the Seller's costs incurred in connection with the public solicitation process related to the sale of the Property, which costs shall not exceed five thousand dollars ($5,000) as applicable;

(v) any Project fees, including, but not limited to, signage fees, advertising costs and fees for Property security.

13. DEFAULT

A) If this transaction does not close as a result of default by Seller, Purchaser as and for its sole and exclusive remedies shall be entitled to: (i) elect to terminate this Agreement; or (ii) elect to waive any such conditions or defaults and to consummate the transactions contemplated by this Agreement in the same manner as if there had been no conditions or defaults and without any reduction in the Purchase Price and without any further claim against Seller, or (iii) Purchaser may seek Specific Performance of Seller's obligations under this Agreement, provided however, if Specific Performance is not available due to the willful or voluntary actions of Seller, Purchaser shall have the right to pursue a recovery for actual direct damages (but not consequential or punitive damages, but including reasonable attorney's fees) incurred by Purchaser.

However, notwithstanding anything contained herein to the contrary, in no event shall Seller be liable to Purchaser for any actual, punitive, incidental, speculative or consequential damages, costs or fees of any nature whatsoever. The limitation on Seller's liability set forth herein shall survive Closing and/or termination.

B) Neither Party shall be entitled to exercise any remedy for a default by the other Party until (i) such Party has delivered to the other notice of the default, and, (ii) a period of ten (10) calendar days from and after delivery of such notice has expired with the other Party having failed to cure the default or diligently pursued remedy of the default, provided however, no notice or cure period shall be applicable to Seller's failure to timely close under the terms of this Agreement.. Upon such failure of the Purchaser to close, after the expiration of the above referenced notice and cure period, this Agreement shall automatically and immediately terminate.

14. RISK OF LOSS

The Purchaser assumes all risk of loss or damage to the Property by fire or other casualty, or acts of God, as of the Effective Date. In the event of a loss that renders the existing property partially or wholy unusable, Purchaser shall use commercially reasonable efforts to expedite the establishment of the termporary off site library that is planned to be utilized by the Miami-Dade County Public Library System during construction. Should such off site Library be established, Purchaser shall have no responsibility to repair or replace the existing Library.

15. RELEASE AND INDEMNIFICATION

In consideration of the Purchaser's purchase of the Property, Purchaser and anyone claiming by, through or under Purchaser hereby fully and irrevocably releases Seller, its employees, officers, directors, representatives, agents, successors and assigns (collectively the "Seller") from any and all claims that it may now have or hereafter acquire against the Seller for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions, including, but not limited to, environmental matters, title to the Property, condition of the Property, personal injury or property damage arising from the use or occupancy of the Property, or any other matter affecting the Property, or any portion thereof. This release shall survive cancellation, Closing, and full performance of this Agreement, as applicable.

In consideration of the Purchaser's purchase of the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both the Parties, the Purchaser, and its heirs, agents, representatives, successors and assigns do hereby agree to indemnify, hold and save harmless and defend the Seller, its officials, employees, officers, directors, representatives, agents, successors and assigns from any claim, demand or liability for commissions, alleged statutory or regulatory violations, breaches of contract or any other claim, demand or litigation arising from and relating to this Agreement, inclusive of court costs, principal and interest made on behalf of any broker, tenant(s), third party beneficiary(ies) or other persons or entities. This indemnification shall survive cancellation, Closing, and full performance of this Agreement, as applicable.

16. DESIGNATION OF REPRESENTATIVES

Purchaser and Seller acknowledge that proper communication between Purchaser and Seller, and between Purchaser and any governmental authorities having jurisdiction over environmental matters, is to be an important component of the Purchaser's Environmental Inspection Period and title examination. Accordingly, to facilitate such communication, the Purchaser and Seller have appointed the following persons on their respective behalves to be their environmental and title representatives, to wit:

On behalf of Seller:

City of Miami
Department of Real Estate
and Asset Management
Attn: Department Director
444 SW 2 Avenue
Miami, FL 33130

On behalf of Purchaser:

Dulce Vida Apartments, LLC
Attn: Michael Wohl
2800 Ponce De Leon Blvd.
Suite 1160
Coral Gables, FL 33134
Telephone No: (786) 749-5307

Telephone No.:_____

17. NOTICES

All notices or other communications, which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by: 1) personal service, or 2) certified mail, or 3) any nationally recognized overnight mail service, such as Fed Ex, addressed to Seller and Purchaser at the address indicated herein. Such notice shall be deemed given on the day on which personally served or if by certified mail, on the fifth day after being posted, or on the date of actual receipt, whichever is earlier, or the date of actual receipt if delivered by overnight mail:

Seller:

Arthur Noriega V, City Manager
City of Miami
444 SW 2 Avenue, 10th Floor
Miami, FL 33130

Purchaser:

Dulce Vida Apartments, LLC
Attn: Michael Wohl
2800 Ponce De Leon Blvd.
Suite 1160
Coral Gables, FL 33134

Copies To:
City of Miami
Department Director
Department of Real Estate &
Asset Management
444 SW 2 Avenue
Miami, FL 33130

Copies To:
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
Attn: Richard E. Deutch, Jr, Esq
150 W. Flagler Street, Suite 2200
Miami, FL 33130

Victoria Mendez
City Attorney
444 SW 2 Avenue, Suite 945
Miami, FL 33130

18. CAPTIONS AND HEADINGS

The section headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

19. BINDING EFFECT; ASSIGNMENT

This Agreement shall bind and inure to the benefit of the Parties and their successors in interest. Purchaser may not assign or pledge this Agreement, or convey any parcel under

this Agreement, without the prior written consent of the City Commission. Purchaser may assign this Agreement to a wholly owned entity, with the consent of the City Manager and such agreement containing an affirmative statement providing that such Assignee agrees to accept the property subject to the Declaration of Restrictive Covenants attached hereto.

20. GOVERNING LAW

This Agreement shall be governed according to the laws of the State of Florida.

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Agreement upon request.

22. ATTORNEY'S FEES AND COSTS

In the event litigation, arbitration, or mediation, or any other dispute between the Parties hereto, arises out of the terms of this Agreement, each Party shall be responsible for its own attorneys' fees, paralegal fees and all costs incurred in connection with such litigation, arbitration, mediation or other dispute resolution procedure and through all appellate levels.

23. WAIVERS

No waiver by either Party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertaking, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

24. WAIVER OF TRIAL BY JURY; VENUE

The Parties hereby knowingly, voluntarily, intentionally, and irrevocably waive any right they may have to a trial by jury in respect to any litigation arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether oral or written) or actions in connection with the transactions contemplated hereby. This provision is a material inducement for the Purchaser and the Seller entering into this Agreement. Venue in any litigation shall be in Miami-Dade County, Florida.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties. There are no promises, agreements, undertakings, warranties or representations, oral or written, express or

implied, between the Parties other than as herein set forth. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the City Manager on behalf of the Seller, and by the Purchaser. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

26. TIME OF THE ESSENCE

Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either Party hereto. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding business day. Time periods of five (5) days or less shall not include Saturday, Sunday or legal holidays.

27. TERMINATION

A. Termination by the Purchaser.
Notwithstanding any provision of this Agreement to the contrary, the Purchaser shall have the option to terminate this Agreement for any reason not otherwise provided for in this Agreement, within one hundred and eighty (180) days from the Effective Date ("Due Diligence Period"). In such event, the Purchaser shall notify the Seller in writing of the cancellation of this Agreement, whereupon: (i) all property data and all studies, analysis, reports and plans respecting the Property delivered by the Seller to the Purchaser or prepared by or on behalf of the Purchaser shall be delivered by the Purchaser to the Seller; and then (ii) except as otherwise provided in this Agreement, the Parties hereto shall thereupon be relieved of any and all further responsibility hereunder and neither Party shall have any further obligation on behalf of the other, except for all such obligations that may survive termination.

B. Other.

(i) Notwithstanding any provision of this Agreement to the contrary, this Agreement shall automatically and immediately terminate in the event that on or before thirty (30) days prior to Closing, subject to extensions granted by Seller, the Purchaser has not provided proof of all financing needed for the construction of the Improvements in the form of commitment letters subject to credit underwriting.

(ii) In the event that the Purchaser does not pay to the Seller at the Closing the amounts due Seller in accordance with this Agreement, or otherwise comply with the material terms of this Agreement by Closing, then this Agreement may be terminated by the Seller upon written notice to the Purchaser given in accordance with the notice requirements of this Agreement. In such an event, this Agreement shall be null and void and the Parties shall be relieved of all further obligation and liability, and neither Party shall have any further claims against the other, except as to Purchaser's liability, if any, arising out of any obligations surviving Closing or termination.

28. PARTIAL INVALIDITY

In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement as the circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

29. MISCELLANEOUS

(i) Purchaser explicitly agrees to comply with City of Miami Ordinance No. 13491, adopted November 20, 2014, and Ordinance No. 13645, adopted on October 27, 2016.

(ii) Purchaser explicitly agrees to comply with the Code of the City of Miami, Florida, Sections 18-176 through 18-187, as amended, including, without limitation, that all costs involved in the sale of the Property shall be the responsibility of the Purchaser and all funds due Seller under this Agreement shall be paid by the Purchaser by cashier's check or certified check or wire transfer at Closing.

(iii) If either Party shall be unable to timely perform any of its obligations under this Agreement as a result of a Force Majeure event (as hereinafter defined), such Party shall not be liable for loss or damage for such failure and the other Party shall not be released from any of its obligations under this Agreement. If either Party is delayed or prevented from performing any of its obligations as a result of a Force Majeure event, the period of such delay or prevention shall be added to the time herein provided to the performance of any such obligation. A "Force Majeure" event shall consist of the following, to the extent they are beyond the reasonable control of the Party invoking Force Majeure or its agents or contractors and cause delay to any obligations under this Agreement: Acts of God, Acts of War, Terrorist Acts, named storms, declared state(s) of emergency, incidence of disease or illness that reaches outbreak, epidemic and or pandemic proportion, governmental orders not caused by action or inaction by Purchaser or its contractors or any one for whom it is responsible, or other causes affecting the area in which the Project is located and/or contractor's labor and/or supply chain, civil unrest, riots, newly announced or enacted government restriction, labor disputes, material shortages, fire, casualty loss or weather related delays.

(iv) Notwithstanding anything to the contrary contained herein or in any other agreement between City and Purchaser, the City grants to Purchaser, its agents, representatives, employees, contractors, sub-contractors, and consultants (for the purposes of this Section 29(iv) of this Agreement, collectively, referred to as "Purchaser"), temporary access rights to enter upon, subject to the conditions, terms, and limitations herein contained and solely for the term of this Agreement, the Property for the limited purposes of securing the Property so that it is free from vandalism and vagrancy, maintaining any existing fence on the Property, and removing and disposing of debris and other foreign objects placed on the Property by unauthorized third parties (collectively "Securing the Property, Fence Repair, and Debris Removal"), subject to Purchaser providing the Director, with at least (12) hours

advance written notice of when (dates and times) site access is required by Purchaser. Purchaser and/or Seller must also obtain written consent from the County to access the Property unless the Lease with the County is terminated at the date and time access is required. Purchaser and/or Seller must also obtain written consent from the MPA to access the Property unless the MOU is terminated at the date and time access is required.

After the expiration of the Due Diligence Period of this Agreement and until Closing, unless this Agreement is terminated, cancelled, or expires, Purchaser agrees to maintain any existing fence on the Property, to secure the Property so that it is free from vandalism and vagrancy, and to remove debris and other foreign objects placed on the Property by unauthorized third parties, in manners deemed acceptable to the City in its reasonable discretion. Purchaser explicitly agrees to maintain the existing fence on the Property, to secure the Property so that it is free from vandalism and vagrancy, and to remove debris and other foreign objects placed on the Property by unauthorized third parties within ten (10) days after receiving a written request from the City, at Purchaser's sole cost and expense. The right of access granted in this Section 29(iv) in this Agreement shall be exercised and used by Purchaser in such a manner as not to cause any material damage or destruction whatsoever to the Property and any improvements or structures thereon, and not to cause interruption of the use of the Property by the City, its tenants, employees, officers, and agents. After the Effective Date of this Agreement and until Closing, the Purchaser agrees to repair any damage to the Property caused by the Purchaser, its employees, representatives and subcontractors, and to restore the Property to its original state or better as of the Effective Date of this Agreement.

Notwithstanding anything contained in this Agreement to the contrary, as consideration for the City granting a continuing right of entry, the Purchaser hereby specifically agrees to immediately pay and/or cause to be removed any liens or encumbrances filed against the Property as a result of any actions taken by or on behalf of Purchaser in connection with the Securing the Property, Fence Repair, and Debris Removal on the Property.

As lawful consideration for the permission granted by the City of Miami to enter upon the Property for purposes of Securing the Property, Fence Repair, and Debris Removal on the Property, the Purchaser hereby releases, waives, discharges, saves and holds harmless, indemnifies, agrees to defend at its sole cost and expense, and covenants not to sue the City, its officials, employees, officers, departments, instrumentalities, and agents and representatives (hereinafter collectively referred to as the "CITY"), from all liability for any and all loss or damage, and any claims, suits, causes of action, actions, liabilities, or demands therefor on account of injury, wrongful death, to person or damage, loss, destruction or alteration of property or resulting in death, injury, loss, damage, destruction or alteration of persons and/or property or attributable or related to the access granted to Purchaser and its contractors, sub-contractors, employees, consultants, agents, or representatives through the acts, errors, negligence, or omissions of Purchaser while the Purchaser is in, or upon the Property, provided however, Purchaser shall not be liable for nor shall Purchaser indemnify Seller for any claim, demand, cause of action, damage, liability, loss or expense caused solely by Seller, its employees, officers and agents, resulting solely from the gross negligence or intentional misconduct of Seller, its

employees, officers and agents. Nothing herein shall be deemed to abridge the rights, if any, of the City to seek contribution where appropriate.

The provisions of this indemnification, release, and covenant not to sue shall survive the cancellation, expiration, full performance, Closing, or termination of this Agreement.

30. CITY'S RIGHTS AS SOVEREIGN

The City is entering into this Agreement only in its proprietary (not regulatory) capacity and retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipality under all applicable laws (all of which shall be absolute and unfettered in all respects).

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the day and year first above written.

"PURCHASER"

DULCE VIDA APARTMENTS, LLC, a Florida limited liability company

By: Dulce Vida Holdings, LLC, a Florida limited liability company, its Manager

By: Coral Rock Development Group, LLC, a Florida limited liability company, its Manager

By: _____
Michael D. Wohl, Manager

ATTEST:

_____
Todd B. Hannon, City Clerk

Date: 3/9/2023

"SELLER"

CITY OF MIAMI, a municipal corporation of the State of Florida:

By: _____
Arthur Noriega V, City Manager

Approved As To Form And Correctness:

_____
Victoria Méndez
City Attorney

Approved by Risk Management Department:

_____
Ann-Marie Sharpe
Director

EXHIBIT A

Resolution File Number: R-22-0435

Miami
FL

ADOPTED
Nov 17, 2022 9:00 AM

Resolution
R-22-0435

A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING THE TRANSFER OF THE WORKFORCE AND AFFORDABLE HOUSING PROJECT AT 1785 NORTHWEST 35TH STREET, MIAMI, FLORIDA, TO DULCE VIDA APARTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("DULCE VIDA"), WHICH IS AN AFFILIATE ENTITY OF MIAMI BETHANY COMMUNITY SERVICES, INC., A FLORIDA NOT FOR PROFIT CORPORATION ("MIAMI BETHANY"); FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL NECESSARY DOCUMENTS, INCLUDING AMENDMENTS, ALL IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, FOR SAID PURPOSE.

Information

Department: Department of Real Estate and Asset Management **Sponsors:**

Category: Other

Attachments

Agenda Summary and Legislation

Body/Legislation

WHEREAS, the City of Miami ("City") is the fee simple owner of the property located at 1785 Northwest 35th Street, Miami, Florida ("Property"); and

WHEREAS, the City Commission adopted Resolution No. R-21-0447 on October 28, 2021, authorizing the City Manager to negotiate and execute a quitclaim deed, in a form acceptable to the City Attorney, to convey the Property to Miami Bethany Community Services, Inc., a Florida not for profit corporation ("Miami Bethany"), pursuant to Section 29-B(a) of the Charter of the City of Miami, Florida, as amended, for the purpose of redeveloping the Property into workforce and affordable housing ("Project"), subject to a various restrictions provided therein, including but not limited to the continuous operation of the existing Allapattah Public Branch Library and the development of a new library within the Project; and

WHEREAS, the conveyance of the Property shall be subject to an automatic reverter provision requiring workforce and affordable housing on the Property and related restrictions in accordance with the Project for thirty (30) years; and

WHEREAS, Miami Bethany is seeking City Commission approval to grant the City Manager the authority to convey the Property to an affiliate entity of Miami Bethany that is qualified to develop the Property in accordance with the requirements for the Project, Dulce Vida Apartments, LLC, a Florida limited liability company ("Dulce Vida"); and

WHEREAS, Miami Bethany will have a membership interest in Dulce Vida, provided that Miami Bethany will have no liability for any debts or other financial obligations of the limited liability company;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The City Manager is authorized[1] to convey the Property to Dulce Vida, which is an affiliate entity of Miami Bethany, in furtherance of the Project, subject to the requirements set forth in Resolution No. R-21-0447.

Section 3. The City Manager is authorized[1] to negotiate and execute any and all necessary documents, including amendments, all in forms acceptable to the City Attorney, for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.[2]

[1] The herein authorization is further subject to compliance with all legal requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions
[2] If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

Meeting History

Nov 17, 2022 9:00 AM **City Commission** **City Commission Meeting** **Draft**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ken Russell, Commissioner, District Two
SECONDER:	Alex Diaz de la Portilla, Commissioner, District One
AYES:	Christine King, Joe Carollo, Ken Russell, Alex Diaz de la Portilla, Manolo Reyes

City of Miami
Legislation
Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 12919 **Final Action Date:**

A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING THE TRANSFER OF THE WORKFORCE AND AFFORDABLE HOUSING PROJECT AT 1785 NORTHWEST 35TH STREET, MIAMI, FLORIDA, TO DULCE VIDA APARTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("DULCE VIDA"), WHICH IS AN AFFILIATE ENTITY OF MIAMI BETHANY COMMUNITY SERVICES, INC., A FLORIDA NOT FOR PROFIT CORPORATION ("MIAMI BETHANY"); FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL NECESSARY DOCUMENTS, INCLUDING AMENDMENTS, ALL IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, FOR SAID PURPOSE.

WHEREAS, the City of Miami ("City") is the fee simple owner of the property located at 1785 Northwest 35th Street, Miami, Florida ("Property"); and

WHEREAS, the City Commission adopted Resolution No. R-21-0447 on October 28, 2021, authorizing the City Manager to negotiate and execute a quitclaim deed, in a form acceptable to the City Attorney, to convey the Property to Miami Bethany Community Services, Inc., a Florida not for profit corporation ("Miami Bethany"), pursuant to Section 29-B(a) of the Charter of the City of Miami, Florida, as amended, for the purpose of redeveloping the Property into workforce and affordable housing ("Project"), subject to a various restrictions provided therein, including but not limited to the continuous operation of the existing Allapattah Public Branch Library and the development of a new library within the Project; and

WHEREAS, the conveyance of the Property shall be subject to an automatic reverter provision requiring workforce and affordable housing on the Property and related restrictions in accordance with the Project for thirty (30) years; and

WHEREAS, Miami Bethany is seeking City Commission approval to grant the City Manager the authority to convey the Property to an affiliate entity of Miami Bethany that is qualified to develop the Property in accordance with the requirements for the Project, Dulce Vida Apartments, LLC, a Florida limited liability company ("Dulce Vida"); and

WHEREAS, Miami Bethany will have a membership interest in Dulce Vida, provided that Miami Bethany will have no liability for any debts or other financial obligations of the limited liability company;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

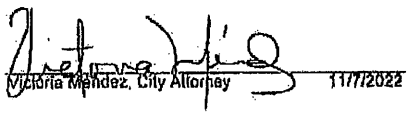
Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The City Manager is authorized[1] to convey the Property to Dulce Vida, which is an affiliate entity of Miami Bethany, in furtherance of the Project, subject to the requirements set forth in Resolution No. R-21-0447.

Section 3. The City Manager is authorized[1] to negotiate and execute any and all necessary documents, including amendments, all in forms acceptable to the City Attorney, for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.[2]

APPROVED AS TO FORM AND CORRECTNESS:



Victoria Méndez, City Attorney 11/7/2022

[1] The herein authorization is further subject to compliance with all legal requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions

[2] If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

AGENDA ITEM SUMMARY FORM
File ID: #12919

Date: 11/03/2022

Requesting Department: Department of Real Estate and Asset Management

Commission Meeting Date: 11/17/2022

Sponsored By:

District Impacted: District 1

Type: Resolution

Subject: Auth. Transfer - Workforce and AHP - Dulce Vida Apartments, LLC

Purpose of Item:

A Resolution of the Miami City Commission authorizing the transfer of the workforce and affordable housing project at 1785 Northwest 35th Street, Miami, Florida, to Dulce Vida Apartments, LLC, a Florida limited liability company ("Dulce Vida"), which is an affiliate entity of Miami Bethany Community Services, Inc., a Florida not for profit corporation ("Miami Bethany"); further authorizing the City Manager to negotiate and execute any and all necessary documents, including amendments, all in forms acceptable to the City Attorney, for said purpose.

Background of Item:

The City of Miami ("City") is the fee simple owner of the property located at 1785 Northwest 35th Street, Miami, Florida ("Property"). The City Commission adopted Resolution No. R-21-0447 on October 28, 2021, authorizing the City Manager to negotiate and execute a quitclaim deed, in a form acceptable to the City Attorney, to convey the Property to Miami Bethany Community Services, Inc., a Florida not for profit corporation ("Miami Bethany"), pursuant to Section 29-B(a) of the Charter of the City of Miami, Florida, as amended, for the purpose of redeveloping the Property into workforce and affordable housing ("Project"), subject to a various restrictions provided therein, including but not limited to the continuous operation of the existing Allapattah Public Branch Library and the development of a new library within the Project. The conveyance of the Property shall be subject to an automatic reverter provision requiring workforce and affordable housing on the Property and related restrictions in accordance with the Project for thirty (30) years. Miami Bethany is seeking City Commission approval to grant the City Manager the authority to convey the Property to an affiliate entity of Miami Bethany that is qualified to develop the Property in accordance with the requirements for the Project, Dulce Vida Apartments, LLC, a Florida limited liability company ("Dulce Vida"). Miami Bethany will have a membership interest in Dulce Vida, provided that Miami Bethany will have no liability for any debts or other financial obligations of the limited liability company.

Budget Impact Analysis

Item is NOT Related to Revenue
Item is NOT funded by Bonds

Total Fiscal Impact:

Reviewed By

Department of Real Estate and Asset Management Review	Completed	11/03/2022 1:34 PM	Jacqueline Lorenzo	Department Head	
Office of Management and Budget	Pedro Lacret		Budget Analyst Review	Completed	11/03/2022 2:48 PM
Office of Management and Budget	Marie Gouin		Budget Review	Completed	11/05/2022 2:12 PM
City Manager's Office	Larry M. Spring		Assistant City Manager Review	Completed	11/07/2022 3:42 PM
Legislative Division	Valentin J Alvarez		Legislative Division Review	Completed	11/07/2022 4:23 PM
City Manager's Office	Arthur Noriega V		City Manager Review	Completed	11/07/2022 5:14 PM
OMNI Community Redevelopment Agency			Islaa Jones	ACA Review	Completed
Office of the City Attorney	Victoria Méndez		Approved Form and Correctness	Completed	11/07/2022 7:21 PM
City Commission	Todd B. Hannon		Meeting	Pending	11/17/2022 9:00 AM

EXHIBIT B
Insurance Requirements

INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE- PURCHASE AND SALE AGREEMENT - DULCE VIDA APARTMENTS, LLC

I. **Commercial General Liability**

A. Limits of Liability
Bodily Injury and Property Damage Liability

Each Occurrence	$1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Operations	$ 1,000,000
Personal and Advertising Injury	$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured
Contingent and Contractual Liability
Premises and Operations Liability
Explosion, Collapse and Underground Hazard
Primary Insurance Clause Endorsement

II. **Business Automobile Liability**

A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident $ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

A. Limits of Liability
$1,000,000 for bodily injury caused by an accident, each accident.
$1,000,000 for bodily injury caused by disease, each employee

$1,000,000 for bodily injury caused by disease, policy limit

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE-CONSTRUCTION REQUIREMENTS - PURCHASE AND SALE AGREEMENT - DULCE VIDA APARTMENTS, LLC

I. **Commercial General Liability**

A. Limits of Liability
Bodily Injury and Property Damage Liability

Each Occurrence	$1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Operations	$ 1,000,000
Personal and Advertising Injury	$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured
Contingent and Contractual Liability
Premises and Operations Liability
Explosion, Collapse and Underground Hazard
Primary Insurance Clause Endorsement

IV. **Business Automobile Liability**

A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident $ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

V. Worker's Compensation

A. Limits of Liability
Statutory-State of Florida
Waiver of subrogation
Employer's Liability

B. Limits of Liability
$1,000,000 for bodily injury caused by an accident, each accident.
$1,000,000 for bodily injury caused by disease, each employee
$1,000,000 for bodily injury caused by disease, policy limit

IV. **Umbrella Policy (Excess Follow Form)**

A. Limits of Liability
Bodily Injury and Property Damage Liability

Each Occurrence	$ 2,000,000
Aggregate	$ 2,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

V. **Payment and Performance Bond** $ TBD

City of Miami listed as an Obligee

VI. **Builders' Risk**

Causes of Loss: All Risk-Specific Coverage Project Location
Valuation: Replacement Cost
Deductible: $10,000 All other Perils
5% maximum on Wind/Hail and Flood
City of Miami listed as loss payees

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT C
The Deed

This Instrument Prepared By
and Return, After Recordation, To:
Victoria Méndez, Esq.
City of Miami
Office of the City Attorney
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130-1910
Folio: 01-3127-009-0140
Property Address: 1785 Northwest 35th Street, Miami, Florida 33142

QUITCLAIM DEED

THIS QUITCLAIM DEED, is made this _____ day of_____, 20___ ("Effective Date"), by the **City of Miami**, a municipal corporation of the State of Florida, whose post office address is 444 S.W. 2nd Avenue, Miami, Florida 33130, hereinafter called the "Grantor," to **DulceVida Apartments, LLC**, a Florida limited liability company, whose address is 2800 Ponce De Leon Blvd., Suite 1160, Coral Gables, FL 33134, hereinafter called the "Grantee."

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee and Grantee's beneficiaries, successors, transferees, and assigns, all of the Grantor's right, title and interest in that certain land situated in Miami-Dade County, Florida, hereinafter referred to collectively as the "Property," to wit:

SEE LEGAL DESCRIPTION ATTACHED AND INCORPORATED AS EXHIBIT "A"

The foregoing conveyance was approved _____, pursuant to Resolution No_____, attached and incorporated as Exhibit "B", the City Commission found it in the best interest of the City to authorize the conveyance of the Property to the Grantee for the express purpose of the redevelopment of the Property into workforce and affordable housing, consistent with Section 29-B(a) of the Charter of the City of Miami, Florida.

This Quitclaim Deed is made and executed upon, and is subject to, the following conditions, restrictions and covenants, which are part of the consideration for the Property conveyed and are taken and construed as running with the land::

1. Conditions, restrictions, easements, limitations, and reservations of record, though this reference is not intended to reimpose same.

2. Applicable zoning ordinances, codes, rules, and regulations.

3. All ad valorem taxes shall be pro-rated through the Closing Date based on the most current tax bill. The Seller shall be responsible for all pro-rated

taxes prior to the Closing Date and Purchaser shall be responsible for all pro-rated taxes subsequent to the Closing Date

4. The Property is being taken by the Grantee "as is" with the Grantee being solely responsible for the removal of any environmental contamination, if present on the Property.

5. The Grantee, for itself, its beneficiaries, successors, transferees, and assigns, agrees not to discriminate upon the basis of race, color, religion, marital status, sex, disability, sexual orientation, or national origin in the sale of the Property, or any improvements erected or to be erected thereon or on any part thereof.

6. The Grantee, for itself, its beneficiaries, successors, transferees, and assigns, agrees to pay the real estate taxes or assessments on the Property or any part thereof when due. In the event that the Property is ever declared to be "immune" or "exempt" from the payment of ad-valorem taxes, the Grantee agrees, for itself and any successor(s) in interest, to pay to the Grantor an annual payment which shall be in an amount equal to the amount the Grantor would have received as ad valorem taxes based on the valuation method employed by the Miami-Dade County property appraiser pursuant to Chapter 193 Florida Statutes, as amended from time to time.

7. The Grantee, for itself, its beneficiaries, successors, transferees, and assigns, agrees that the Property must be used for the purpose of constructing at least one hundred seventy (170) affordable rental housing units (the "Restricted Units") and a library to be open to the general public, of approximately 5,000 square feet to be located on the ground floor of the development and operated and maintained by Miami-Dade County (the "Development" or "Project"). The Restricted Units must accommodate individuals and/or households that are specifically Low-Income Households/Individuals ("LI"), and Workforce Households/Individuals ("Workforce"). It is agreed that (i) LI shall comprise at least eighty five (85) Restricted Units on the Property, and the LI Restricted Units' income limit shall be less than or equal to sixty percent (≤ 60%) of the area's median income as published by Florida Housing Finance Corporation ("FHFC"), and adjusted for family size ("AMI"), and (ii) Workforce shall comprise at least eighty five (85) Restricted Units on the Property, and the Workforce Restricted Units' income limit shall be less than or equal to one hundred percent (≤ 100%) of AMI.

8. The period of time that the Development's units must remain affordable, in compliance with the terms, conditions, limitations, and restrictions of this Quitclaim Deed, is henceforth known as the "Affordability Period". The Affordability Period for this Project shall be thirty (30) years commencing on the Project Completion Date. The "Project Completion Date" is the date

by which (a) all of the Development's units are fully constructed, and (b) all of the Restricted Units have been fully leased to and occupied by households/individuals that satisfy the requirements set forth in Section 7 above, and (c) the Development's Certificate(s) of Occupancy, or its/their functional equivalent(s) is/are issued.

9. Subject to the terms and conditions herein, the occurrence of any one of the following events shall constitute a default under this Quitclaim Deed. The restrictions, conditions, and covenants set forth herein shall be deemed covenants running with the land and shall be binding to the fullest extent permitted by law and equity, and enforceable by, for the benefit and in favor of, the City. The City shall have the right to exercise all the rights and remedies and to maintain any and all actions or suits at law or in equity, as it deems appropriate to enforce the foregoing restrictions, conditions and covenants. Said restrictions, conditions and covenants shall be binding before and also during the Affordability Period:

(a) The Grantee has not commenced the construction of the Development on the Property within twenty-four (24) months of the Effective Date; or

(b) During the Affordability Period, the Grantee fails to comply with the affordability requirements as described in Section 7 above; or

(c) A minimum of one hundred seventy (170) units of affordable housing/workforce units in the Development are not fully constructed within forty eight (48) months of the Effective Date, all units in the Development are not leased and occupied in accordance with Paragraph 7 within forty eight (48) months of the Effective Date, or the Development's Certificate(s) of Occupancy, or its/their functional equivalent(s), is/are not issued within forty eight (48) months of the Effective Date, which may be extended by the Grantor for up to one year in its reasonable discretion if the failure to complete construction or obtain the Certificate(s) of Occupancy results from: (i) force majeure, or (ii) another circumstance that Grantor determines, in its sole and absolute discretion, is beyond Grantee's control, or

(d) Except as provided in Section 12 and 19 below, Grantee transfers or attempts to transfer the Property or any interest therein; or

(e) The Declaration of Restrictive Covenants, of even date herewith, is not recorded prior to any and all liens, mortgages, or any other document which gives or may give any individual or entity, a foreclosable interest in the Property or Development; or

(f) Grantee's status as a legal entity during its ownership of the Property is terminated.

10. The restrictions set forth in Section 9 herein shall run with the land and shall be binding upon Grantee through the end of the Affordability PeriodThrough the end of the Affordability Period, the Grantor shall have the right, subject to Section 11 herein, at its option and election and in its sole discretion, to pursue the following remedies to address a default by the Grantee under Section 9 above: (i) institute appropriate proceedings to specifically enforce performance of the terms and conditions of this Quitclaim Deed; (ii) seek injunctive relief or (iii) pursue all other remedies at equity or law.

Without limitation of the foregoing, in case of any violation of the restrictions set forth in Section 9 herein during the Affordability Period, the title to said premises shall, without entry, suit or other action by Grantor, immediately revert to and vest in the Grantor, and the conveyance hereunder shall be null and void, and Grantor shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor shall be a waiver of the operation or enforcement of such condition.

For the term of the Affordability Period, each and every contract, deed, or other instrument hereafter executed conveying the Property and/or the Development or portion thereof shall expressly provide that such conveyance is subject to the applicable terms, conditions, limitations, covenants, and restrictions contained herein, provided, however, that the terms, conditions, limitations, covenants and restrictions contained in this Quitclaim Deed shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property and/or Development or portion thereof provides that such conveyance is subject to provisions of this Quitclaim Deed.

11. The transfer restriction stated in Section 9(d) above is not intended to apply to transfers by or to (by deed in lieu of foreclosure) a Qualifying Mortgagee, transfers to a 3rd party purchaser pursuant to foreclosure proceedings under a Qualifying Mortgage, provided, however, in all cases of transfer, that the Development remains subject to the City's affordability requirements in Section 7 of this Special Warranty Deed.

12. Grantee agrees for itself and its successors and assigns not to suffer any levy or attachment to be made, or any materialman's or mechanic's lien, or any encumbrance or lien to attach to the Property, except:

a) Any mortgage(s) in favor of a qualified institutional lender for the purpose of financing any hard costs or soft costs relating to the construction

of the Improvements in an amount(s) not to exceed the value of the Improvements as determined by an appraiser acceptable to the City;

b) Any mortgage(s) in favor of any lender refinancing any mortgage of the character described in clause (a) hereof, in an amount(s) not to exceed the value of the Improvements as determined by an appraiser acceptable to the City.

For purposes of this paragraph a "qualified institutional lender" shall mean, any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension fund, Florida Housing Finance Corporation, the Federal National Mortgage Association, agency of the United States Government or other governmental agency, Miami-Dade County, the City , the State of Florida and their respective successors and assigns and rated by the rating agencies.

13. Following the execution of this Quitclaim Deed, there shall be no amendments, extensions, or modifications except in the case that a clerical error has been identified and there is clear and convincing evidence to support the finding of a clerical error resulting in a typographic mistake to the original deed, then a modification may be made where upon all parties to the original agreement consent in writing to the modification.

14. The Grantor hereby confirms that Grantor does not relinquish any interests in minerals, petroleum, phosphates and/or metals at, on or beneath the Property pursuant to Section 270.11, Florida Statutes, provided, however, that the Grantor hereby waives any right to initiate any drilling, mining or removal from the surface but retains all right to its share of any proceeds of any such drilling, mining or removal.

15. The Grantee shall provide the Grantor with such information as may be reasonably requested by the Grantor (which request may be included in the Declaration of Restrictive Covenants) in order to determine compliance with the terms, conditions, limitations, covenants, and restrictions contained in this Quitclaim Deed.

16. Upon execution of this Quitclaim Deed, Grantee agrees to provide Grantor with accurate contact information for the purpose of fulfilling the notice requirements set forth herein ("Notice Address"). During the Affordability Period, Grantee further agrees that it shall immediately provide Grantor with Grantee's updated Notice Address if the Notice Address changes in any regard. Unless and until Grantor receives an updated Notice Address, Grantor will rely on the last Notice Address that Grantor received from Grantee.

Grantee shall not transfer the property or any part thereof, or change the ownership or control of the Grantee, without the prior written consent of the City.

17. The removal and replacement of the co-developer member and/or managing member of Grantee by its investor member are permitted provided that any successor co-developer member and/or managing member of Grantee or any successors to the principals of the co-developer member and/or managing member of the Grantee must be approved by the City, which approval shall not be unreasonably withheld. A successor co-developer member and/or managing member (or principal thereof) of the Grantee may be approved if such entity (and the principal(s) thereof) satisfies the following criteria and submits the following information to the Grantor prior to such removal or replacement becoming effective: (a) evidence of sufficient experience and capacity to manage affordable housing projects, or a property manager with experience in managing at least 1,500 affordable housing units; (b) a signed statement by the proposed successor entity and any principal thereof that neither has defaulted under any deed, covenant, or regulatory agreement or any material financial obligation with the Grantor or any federal, state, local government of agency or programsor local housing finance agency in the State of Florida; (c) has not been debarred by any government entity and (d) a sworn statement by the proposed successor entity or any principal thereof described in Section 287.133(3)(a), Florida Statutes relating to public entity crimes. The Grantor shall approve or disapprove of a prospective co-developer member or managing member of Grantee based upon the above criteria within sixty (60) days of receipt of all such information listed above.

TO HAVE AND TO HOLD, the same together with all and singular tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or in equity, to the use, benefit and behalf of the Grantee forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said Grantor has signed, sealed and executed this Quit Claim Deed as of the day and year first above written.

GRANTOR:
CITY OF MIAMI, a municipal corporation of the State of Florida

Signed, sealed, and delivered
in our presence:

By:_____
Arthur Noriega V
City Manager

_____
Print Name:

_____
Print Name:

APPROVED AS TO FORM AND CORRECTNESS:

ATTEST:

_____
Victoria Méndez
City Attorney

_____
Todd Hannon
City Clerk

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, ____ by Arthur Noriega V, as City Manager for the City of Miami, a municipal corporation of the State of Florida, on behalf of the municipal corporation. He/she is personally known to me or has produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Signature of Person Taking Acknowledgment

_____
(Printed, Typed, or Stamped Name of Notary Public)

_____
Title or Rank

_____
Serial Number, if any

EXHIBIT "A"
LEGAL DESCRIPTION

1785 Northwest 35th Street Miami, Florida 33142
Folio number: 01-3127-009-0140

Lots 18, 19, 20, 21, 22, 23, 24, 25 and 26 of COLONNA SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 11, at Page 69, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"
CITY RESOLUTIONS

EXHIBIT D
Declaration of Restrictive Covenants

This Instrument Prepared By
and Return, After Recordation, To:
Victoria Méndez, Esq.
City of Miami
Office of the City Attorney
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130-1910
Folio: 01-3127-009-0140
Property Address: 1785 Northwest 35th Street, Miami, Florida 33142

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the "Covenant") made this _____ day of _____, 20____ ("Effective Date"), by **DULCE VIDA APARTMENTS, LLC**, a Florida limited liability company (hereinafter referred to as "Project Sponsor"), is in favor of the **CITY OF MIAMI**, a municipal corporation of the State of Florida (hereinafter referred to as the "City").

RECITALS

WHEREAS, the Project Sponsor has acquired the City's right, title, and interest in the properties legally described in Exhibit "A," attached hereto and incorporated herein (hereinafter collectively referred to as the "Property") pursuant to that certain Quitclaim Deed of even date herewith from City to Project Sponsor ("Deed"); and

WHEREAS, the Project Sponsor hereby agrees and covenants that the Property and any improvements made or existing thereon shall be subject to the provisions, covenants, and restrictions contained herein; and

WHEREAS, this Covenant is made for the express benefit of the City, and it shall remain in full force and effect until released by the City in writing; and

WHEREAS, the Project Sponsor is developing a project that will, among other things, increase the supply of affordable rental housing units in the City; and

WHEREAS, the housing project is known as Dulce Vida Apartments (hereinafter referred to as the "Project" or "Development"), which consists of one residential building in Miami, Florida; and

WHEREAS, the Project consists of at least one hundred seventy (170) residential affordable apartment units ("Restricted Units") and a public library developed on the Property; and

WHEREAS, the City's conveyance of the Property, for the Project's development, is subject to the terms in that certain Purchase and Sale Agreement between the parties hereto, as amended, which was executed on _____, 2022, between the City and the Project Sponsor ("Purchase and Sale Agreement"), the Quitclaim Deed, and this Covenant; and

WHEREAS, Project Sponsor desires to make a binding commitment to assure that the Restricted Units and the Property in general are maintained and operated in accordance with the provisions of the Deed and this Covenant for the express purpose of providing affordable housing; and

WHEREAS, Project Sponsor, as a condition for receiving the Property, is required to record, in the Public Records of Miami-Dade County, this Covenant obligating the Project Sponsor, its beneficiaries, successors, and assigns to maintain and operate the Property in accordance with the Deed and this Covenant; and

WHEREAS, the Project Sponsor hereby declares that this Covenant shall be and is a covenant running with the Property and, unless released by the City in writing, is binding on the Property until the expiration of the Affordability Period, as defined below, and is not merely a personal covenant of the Project Sponsor;

NOW THEREFORE, Project Sponsor voluntarily covenants and agrees that the Restricted Units and the Property in general shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon Project Sponsor, and its beneficiaries, successors, and assigns as follows:

Section 1. Recitals: The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. Use of Property: The Project Sponsor, for itself, its beneficiaries, successors, transferees, and assigns, agrees that the Property must be used for the purpose of constructing at least one hundred seventy (170) affordable/workforce rental housing units (the "Restricted Units") and a library to be open to the general public, of no less than five thousand (5,000) square feet to be operated and maintained by Miami-Dade County (the "Library") (collectively, the "Development"). The Restricted Units must accommodate and be occupied by individuals and/or households that are specifically Low-Income Households/Individuals ("LI"), and Workforce Households/Individuals ("Workforce"). It is agreed that (i) LI shall comprise at least eighty five (85) Restricted Units on the Property, and the Restricted Units that are occupied by LI's income limit shall be less than or equal to sixty percent ($\leq$ 60%) of the area's median income as published by Florida Housing Finance Corporation ("FHFC"), with adjustments for family size ("AMI") and (ii) Workforce shall comprise at least eighty five (85) Restricted Units on the Property, and the Restricted Units that are occupied by Workforce's income limit shall be less than or equal to one hundred percent ($\leq$ 100%) of AMI. The restrictions set forth in this Section 2 shall commence on the Project Completion Date, andend thirty (30) years thereafter (the "Affordability Period"). The "Project Completion Date" is the date by which (a) all of the Development's units are fully constructed, and (b) all of the Restricted Units have been fully leased to and occupied by households/individuals that satisfy the requirements set forth in this Section 2, and (c) the Development's Certificate(s) of Occupancy, or its/their functional equivalent(s) is/are issued.

Section 3. Term of Covenant: This Covenant is a covenant running with the land. This Covenant shall remain in full force and effect and shall be binding upon the Project Sponsor, its beneficiaries, successors, transferees, and assigns from the Effective Date and shall continue until the expiration of the Affordability Period. Upon the expiration of the Affordability Period, this Covenant shall be of no further force and effect. the City shall prepare for recording an instrument evidencing the termination of this Covenant in the Public Records of Miami-Dade County, Florida.

Section 4. Prohibited Conveyances: The Project Sponsor covenants and agrees not to convey its interest in the Property, or any portion thereof, without the prior written consent of the City except as permitted by the Deed.

A "Qualifying Mortgagee" as approved in writing by the City, is any recognized lending institution, such as a bank, savings and loan, pension fund, insurance company, savings bank, real estate investment trust, a party to a bond financing as the initial purchaser or indenture trustee (or any fiduciary thereof) or any provider of credit enhancement, a brokerage or investment banking organization, tax credit syndication entity, Fannie Mae, Freddie Mac, other real estate investment or lending entity (public or private), a federal, state, county or municipal governmental agency or bureau or instrumentality thereof (whether such be local, national or international), an affiliate of any of the foregoing, and in all cases, unrelated to the Project Sponsor, or is otherwise approved by City.

A "Qualifying Mortgage" is any recorded mortgage as approved in writing by the City and entered into by the Project Sponsor to secure a loan made by a Qualifying Mortgagee that (a) funds (i) the initial acquisition and construction of the Development, (ii) additional improvements to or rehabilitation of the Development, or (iii) any future refinancing of a loan made for the acquisition, construction, improvement or rehabilitation of the Development, for which the mortgagee of record or Project Sponsor has provided the City with notice and contact information for the Qualifying Mortgagee, which contact information shall remain effective until replaced in writing by updated contact information, and (b), except for any mortgage originated in connection with a foreclosure of a Qualifying Mortgage or transfer by a Qualifying Mortgagee following foreclosure or deed in lieu of foreclosure. No proceeds of any Qualifying Mortgage may result in a cash payout to Project Sponsor that causes the amount of equity remaining in the Property to be less than $0.00 (the "Required Equity Amount"), provided that such limitation will terminate (and be of no further force and effect) upon foreclosure or deed in lieu of foreclosure (except if Project Sponsor or a related party is the purchaser at such foreclosure or the transferee of a Qualifying Mortgagee after a deed in lieu of foreclosure). Project Sponsor shall obtain City's written approval of a Qualifying Mortgage pursuant to the foregoing, provided that the new loan is on commercially reasonable terms, and will not result in a cash payout to Project Sponsor that causes the amount of equity remaining in the Property to be less than the Required Equity Amount. The Project Sponsor shall submit to the City no later than sixty (60) days prior to the proposed closing date a proposal for a new Qualifying Mortgage, including estimated loan terms and a financial pro forma showing the ability of the Property and Project Sponsor to satisfy anticipated debt service. The City shall respond to the Developer's proposal within a reasonable time, but no later than 15 business days after receiving the proposal, either approving in principle the financing terms or stating reasons for disapproval. If the City gives notice of disapproval, the parties shall consult in a good faith effort to agree on an acceptable plan for financing. If the City approves a plan for financing, then the Project Sponsor shall proceed diligently to seek a new mortgage loan on substantially the terms approved.

Section 5.1 Default and Remedies Upon Default: The occurrence of any one of the following events shall constitute a default under this Covenant:

(a) The Project Sponsor has not commenced the construction of the Development on the Property within twenty-four (24) months of the Effective Date; or

(b) During the Affordability Period, the Project Sponsor fails to comply with the affordability requirements as described in Section 2 above; or

(c) A minimum of one hundred seventy (170) units of affordable housing/workforce units in the Development are not fully constructed within forty-eight (48) months of the Effective Date, all units in the Development are not leased and occupied in accordance with Section 2 within forty-eight (48) months of the Effective Date, and the Development's Certificate(s) of Occupancy, or its/their functional equivalent(s), is/are not issued within forty-eight (48) months of the Effective Date, which may be extended by the City for up to one year in its reasonable discretion if the failure to complete construction or obtain the Certificate(s) of Occupancy results from (i) force majeure, or (ii) another circumstance that the City determines, in its sole and absolute discretion, is beyond Project Sponsor's control; or (iii) at the written request of a Qualifying Mortgagee, as defined herein, if such Qualifying Mortgagee is diligently pursuing remedies under its loan documents to complete construction (e.g. completion guarantees). or

(d) Project Sponsor encumbers the Property's title without the City's prior written authorization, which written authorization shall not be unreasonably withheld, conditioned or delayed; or

(e) Project Sponsor transfers or attempts to transfer the Property or any interest therein without the City's prior written authorization, which written authorization shall not be unreasonably withheld, conditioned or delayed; or

(f) This Covenant is not recorded prior to any and all liens, mortgages, or any other document which gives or may give any individual or entity, a foreclosable interest in the Property or Development; or

(g) Project Sponsor's status as a legal entity during its ownership of the Property is terminated.

Upon the occurrence of any of the events in (a) through (g) above, the City shall have the right to exercise such remedies as set forth in the PSA, Deed, and this Covenant.

5.2 Remedies upon Default:

(a) In the event that Project Sponsor violates or breaches any of the terms, conditions, limitations, covenants, or restrictions contained herein, the City agrees that it will not immediately exercise its rights in Section 5.1 above, unless and until City has given the Project Sponsor at least ninety (90) days' written notice ("Cure Period"). it is Project Sponsor's responsibility to provide notice to any other interested party, including other creditors and its investor members(s).

(b) The Project Sponsor, any Qualifying Mortgagee, and its investor members(s) shall have the right, to cure any violation or breach of the terms of this Covenant within the Cure Period. The Cure Period shall begin on the date on which Project Sponsor and any Qualifying Mortgagee receives notice of Project Sponsor's violation from City. Evidence of receipt shall include, but not be limited to, return receipt from the United States Postal Service or proof of delivery by any common carrier, or other courier or delivery service.

(c) In the event that a breach or violation, which is permitted to be cured, can be cured but not practicably be cured within ninety (90) days, the Project Sponsor shall have such additional time as may be required to effect a cure, so long as (a) the plan for a cure is submitted in writing

to the City, and such plan is approved in writing by the City (which approval shall not be unreasonably conditioned, withheld or delayed), is commenced within ninety (90) days, and is diligently prosecuted. At the end of the Cure Period, as such may be extended in accordance with the immediately preceding sentence or otherwise by the City, the City may notify the Project Sponsor of its intent to immediately exercise its remedies described in Section 5.1 above (the "Default Notice"), a copy of which notice shall be provided to all Qualifying Mortgagees.

If City sends a Default Notice, any Qualifying Mortgagee shall have the right to request the Project Sponsor to forbear from pursuing any remedy and City shall so forbear if and for so long as on or before the date that is thirty (30) days after the date that such Qualifying Mortgagee receives a copy of the Default Notice, the Qualifying Mortgagee notifies City that the Qualifying Mortgagee has acquired title to the Property or has commenced foreclosure proceedings to acquire the Property and diligently and continuously prosecutes such foreclosure proceedings to completion.

The City agrees to collaborate in good faith with a Qualifying Mortgagee to resolve any defaults hereunder and, if necessary, facilitate the transfer of the Property to an acceptable transferee such that the affordability requirements contained herein are restored as soon as practicable after a default and the exercise of the City's remedies are not pursued. The City shall not be prohibited from bidding on or purchasing the Project in a foreclosure sale.

Section 6. Inspection and Enforcement: It is understood and agreed that any official inspector of the City shall have the right any time during normal working hours to enter and investigate the use of the Property and Project to determine whether the conditions of this Covenant are in compliance, subject to the rights of residential tenants under their respective leases.

Section 7. Amendment and Modification: This Covenant may be modified, amended, or released as to any portion of the Property by a written instrument executed on behalf of the City, with prior City Commission authorization, and the Project Sponsor. Should this instrument be modified, amended, or released, the City Manager shall execute a written instrument in recordable form to be recorded in the Public Records of Miami-Dade County, Florida, effectuating and acknowledging such modification, amendment, or release.

Section 8. Definitions: All capitalized terms not defined herein shall have the meanings provided in the Purchase and Sale Agreement, or the Deed, of even date herewith. In the event that the Deed and Purchase and Sale Agreement conflict, the Deed's terms control.

Section 9. Severability: Invalidation of one of the provisions of this Covenant by judgment of Court shall not affect any of the other provisions of the Covenant, which shall remain in full force and effect.

Section 10. Recordation: This Covenant shall be filed of record among the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Project Sponsor.

Section 11. Deed Restriction/Covenant Running with the Land. Any and all requirements of the laws of the State of Florida that must be satisfied in order for the provisions of this Covenant to constitute a deed restriction and covenant running with the land shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to ensure that these restrictions run with the land. For the term of this

Covenant, each and every mortgage, contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Covenant, provided, however, that the covenants contained in this Covenant shall survive and be effective regardless of whether such mortgage, contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to provisions of this Covenant.

Section 12. Governing Law and Venue. This Covenant shall be construed and enforced pursuant to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws, and comity. Any action pursuant to a dispute under this Covenant must be brought in Miami-Dade County and no other venue. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that venue in Miami-Dade County is not convenient.

Section 13. Costs, Including Attorney's Fees. In the event litigation, arbitration, or mediation, between the parties hereto, arises out of the terms of this Covenant, each party shall be responsible for its own attorney's fees, costs, charges, and expenses through the conclusion of all appellate proceedings, and including any final settlement or judgment.

Section 14. Floating Units. The parties hereto agree that the Restricted Units shall be treated as "Floating Units," whereby the specific units that are designated as Restricted Units may change over time as long as the total number of Restricted Units in the Project remains constant. Project Sponsor agrees to ensure that the Restricted Units remain comparable to the non-restricted units during the Affordability Period in terms of size, features, and number of bedrooms.

Section 15. Lenders. Notwithstanding the foregoing, any lender holding a mortgage on the Property and/or the Development to which the City has provided its written consent, shall be allowed to maintain said lender's interest throughout the term of said mortgage, however, the City shall not be deemed to have assumed said mortgage(s) and shall not, under any circumstances, be liable for the payment of any amounts due or to become due under any such mortgage(s) and, except as otherwise provided in the Deed, the provisions of this Covenant and the Deed shall continue to be effective against the interest of any subsequent purchaser in a foreclosure proceeding for the remainder of the Affordability Period.

Section 16. Reporting and Compliance Plan. The Project Sponsor shall submit to the City a report, in such form, manner and frequency as the City may reasonably require to monitor the progress of the Project and the Project Sponsor's performance and compliance with this Covenant, the Deed, and all other legal requirements. The Project Sponsor shall provide the City with such information as may be reasonably requested by the City (which request may be included in the Deed) in order to determine compliance with the terms, conditions, limitations, covenants, and restrictions contained in this Covenant.

Section 17. Notice. Upon execution of this Covenant, the Project Sponsor agrees to provide the City with accurate contact information for the purpose of fulfilling the notice requirements set forth herein ("Contact Information"). During the Affordability Period, the Project Sponsor further agrees that it shall immediately provide the City with the Project Sponsor's updated Contact Information if the Contact Information changes in any regard. Unless and until the City receives

updated Contact Information, the City will rely on the last Contact Information that the City received from the Project Sponsor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Project Sponsor has caused this Declaration of Restrictive Covenants to be executed by its duly authorized officers and the corporate seal to be affixed hereto on the day and year first above-written.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

PROJECT SPONSOR:

DULCE VIDA APARTMENTS, LLC, a Florida limited liability company

By: Dulce Vida Holdings, LLC, a Florida limited liability company, its Manager

By: Coral Rock Development Group, LLC, a Florida limited liability company, its Manager

By: _____
Michael A. Wohl, Manager

ACKNOWLEDGMENTS

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___ Michael A. Wohl, Manager of Coral Rock Development Group, LLC, a Florida limited liability company, the Manager of Dulce Vida Holdings, LLC, a Florida limited liability company, the Manager of Dulce Vida Apartments, LLC, a Florida limited liability company, on behalf of the companies. He is ☐ personally known to me or ☐ has produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Signature of Person Taking Acknowledgment

_____
(Printed, Typed, or Stamped Name of Notary Public)

CITY OF MIAMI, a municipal corporation of the State of Florida

ATTESTED:

By: _____
Arthur Noriega V
City Manager

_____
Todd B. Hannon
City Clerk

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, ____ by Arthur Noriega V, as City Manager for the City of Miami, a municipal corporation of the State of Florida, on behalf of the municipal corporation. He/she is personally known to me or has produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Signature of Person Taking Acknowledgment

_____
(Printed, Typed, or Stamped Name of Notary Public)

_____
Title or Rank

_____
Serial Number, if any

Approved as to legal form and correctness:

_____
Victoria Méndez
City Attorney

EXHIBIT A
LEGAL DESCRIPTION

1785 Northwest 35th Street Miami, Florida 33142
Folio number: 01-3127-009-0140

Lots 18, 19, 20, 21, 22, 23, 24, 25 and 26 of COLONNA SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 11, at Page 69, of the Public Records of Miami-Dade County, Florida.

EXHIBIT E
PROJECT PROPOSAL

DULCE VIDA

8 Story residential building and separate 5+ story parking garage

At least, 170 residential units with the following affordability:

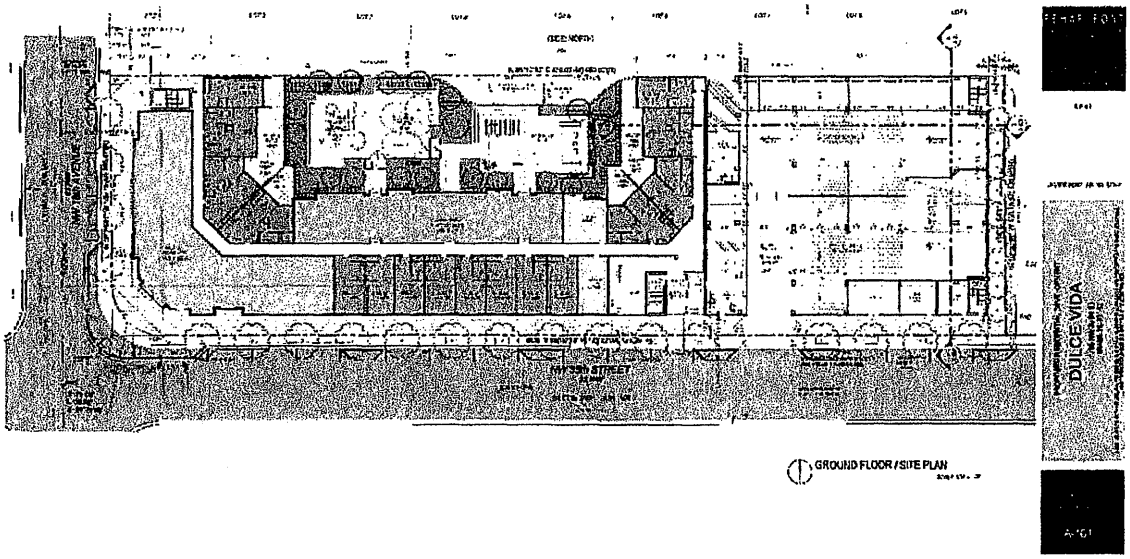
- 85 units affordable at 60% AMI
- 85 units workforce at 100% AMI

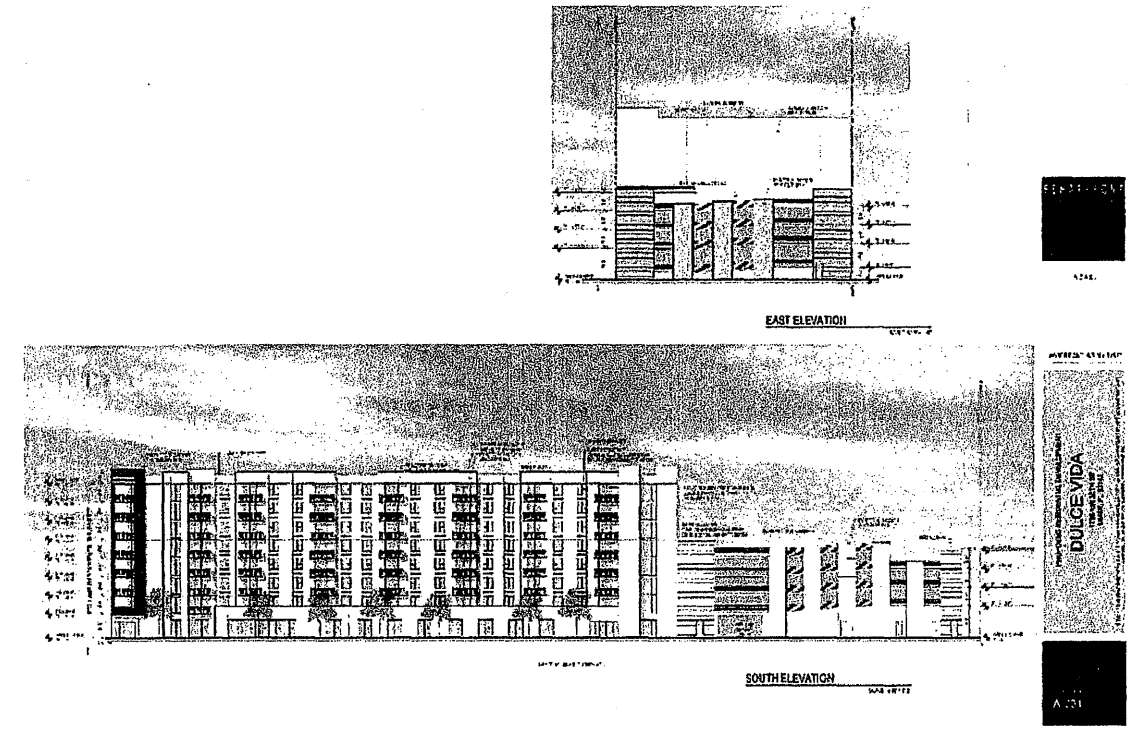
Unit types: Studios, 1 bd/1b, 2 bd/2b

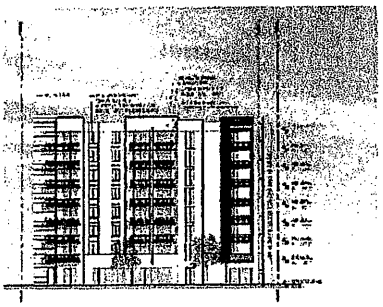
Amenities located on the ground floor - residents only,

- Indoor & outdoor space
- Gym
- Club room
- Tot lot & dog park
- BBQ area

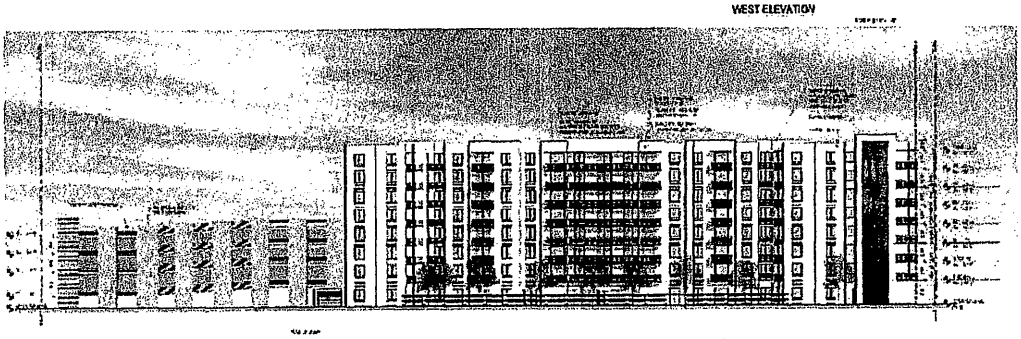
Miami-Dade County Public Library +/- 5,000 sqft


DULCE VIDA
GROUND FLOOR / SITE PLAN


EAST ELEVATION
DULCE VIDA
SOUTH ELEVATION

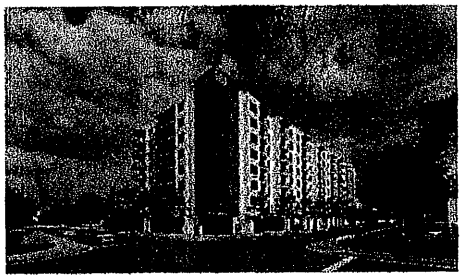


WEST ELEVATION

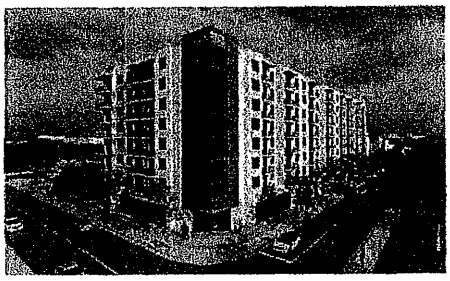


NORTH ELEVATION

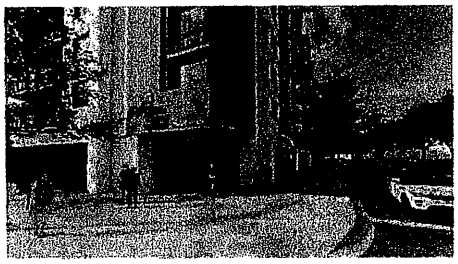
DULCE VIDA



RENDERING #1



RENDERING #2



RENDERING #3



RENDERING #4

CAPRI PLACE

#11447061 v1 Dulce Vida - PSA 2.21.23.clean 44824-0002

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "**Amendment**") is made and entered into as of the 5th day of June, 2023 (the "**Effective Date**") by and between the **City of Miami**, a municipal corporation of the State of Florida, with offices at 444 SW 2 Avenue, Miami, Florida 33130 (the "**Seller**" or "**City**"), and **Dulce Vida Apartments, LLC,** a Florida limited liability company, with offices at 2800 Ponce De Leon Blvd., Suite 1160, Coral Gables, FL 33134 (the "**Purchaser**"). (The Seller and the Purchaser are hereinafter jointly referred to as the "Parties" and individually may be referred to as a "Party".)

Background

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement dated as of March 21, 2023 (the "**Contract**"), pursuant to which Seller agreed to sell to Purchaser, and Purchaser agreed to acquire from Seller, certain real property described in the Contract, located in the City of Miami, Miami-Dade County, Florida, together with all improvements located thereon (collectively, the "**Property**").

B. Seller and Purchaser now desire to further amend the Contract pursuant to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. Each of the parties hereto acknowledge and agree that the background paragraphs set forth above in this Amendment are true and accurate, and are incorporated herein by reference.

2. Exhibit C. Exhibit C is revised to delete the Quitclaim Deed and replace it with the new Quitclaim Deed, attached hereto.

3. Exhibit D. Exhibit D is revised to delete the Declaration of Restrictive Covenants and replace it with the new Declaration of Restrictive Covenants, attached hereto.

4. Inconsistencies. In the event of any inconsistencies between the terms and conditions of the Contract and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

5. Ratification of Agreement. Except as specifically amended hereby, all of the terms and conditions of the Contract are hereby ratified and confirmed, and remain in full force and effect.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Executed counterparts to this Amendment may be delivered by electronic mail in .PDF format and each such counterpart shall have the same force and effect as an original.

7. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Florida.

8. Severability. If a court of competent jurisdiction finds any provision or portion of this Amendment to be invalid, illegal or otherwise unenforceable, that determination shall not affect any other provision of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment effective as of the day and year set forth above.

DocuSigned by:

ATTEST:

DocuSigned by:

E46D7560DCF1459...

Todd B. Hannon, City Clerk

June 5, 2023 | 10:08:01 EDT

Date: _____

"SELLER"

CITY OF MIAMI, a municipal corporation of the State of Florida:

DocuSigned by:

By: Arthur Noriega

850CE8C372DD42A...

Arthur Noriega V, City Manager

Approved As To Form And Correctness:

DocuSigned by:

F1EF90AF6EE0457...

Victoria Méndez

City Attorney

DS

22-3107K

Approved by Risk Management Department:

DocuSigned by:

Frank Gomez

27385C6318214EC...

Ann-Marie Sharpe

Director

"PURCHASER"

DULCE VIDA APARTMENTS, LLC, a Florida limited liability company

By: Dulce Vida Holdings, LLC, a Florida limited liability company, its Manager

By: Coral Rock Development Group, LLC, a Florida limited liability company, its Manager

By: _____

Michael D. Wohl, Manager

3

#11584114 v3 First Amendment to Contract - Dulce Vida Apartments 44824-0002

EXHIBIT C
The Deed

This Instrument Prepared By
and Return, After Recordation, To:
Victoria Méndez, Esq.
City of Miami
Office of the City Attorney
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130-1910
Folio: 01-3127-009-0140
Property Address: 1785 Northwest 35th Street, Miami, Florida 33142

QUITCLAIM DEED

THIS QUITCLAIM DEED, is made this _____ day of_____, 20___ ("Effective Date"), by the **City of Miami**, a municipal corporation of the State of Florida, whose post office address is 444 S.W. 2nd Avenue, Miami, Florida 33130, hereinafter called the "City" or the "Grantor," to **Dulce Vida Apartments, LLC**, a Florida limited liability company, whose address is 2800 Ponce De Leon Blvd., Suite 1160, Coral Gables, FL 33134, hereinafter called the "Grantee."

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, convey and quitclaim unto the Grantee and Grantee's beneficiaries, successors, transferees, and assigns, all of the Grantor's right, title and interest in that certain land situated in Miami-Dade County, Florida, hereinafter referred to collectively as the "Property," to wit:

SEE LEGAL DESCRIPTION ATTACHED AND INCORPORATED AS EXHIBIT "A"

The foregoing conveyance was approved _____, pursuant to Resolution No_____, attached and incorporated as Exhibit "B", the City Commission found it in the best interest of the City to authorize the conveyance of the Property to the Grantee for the express purpose of the redevelopment of the Property into workforce and affordable housing, consistent with Section 29-B(a) of the Charter of the City of Miami, Florida.

This Quitclaim Deed is made and executed upon, and is subject to, the following conditions, restrictions and covenants, which are part of the consideration for the Property conveyed and are taken and construed as running with the land:

1. Conditions, restrictions, easements, limitations, and reservations of record, though this reference is not intended to reimpose same.

2. Applicable zoning ordinances, codes, rules, and regulations.

3. All ad valorem taxes shall be pro-rated through the Effective Date based on the most current tax bill. The Grantor shall be responsible for all pro-rated taxes prior to the Effective Date and Grantee shall be responsible for all pro-rated taxes subsequent to the Effective Date.

4. The Property is being taken by the Grantee "as is" with the Grantee being solely responsible for the removal of any environmental contamination, if present on the Property.

5. The Grantee, for itself, its beneficiaries, successors, transferees, and assigns, agrees not to discriminate upon the basis of race, color, religion, marital status, sex, disability, sexual orientation, or national origin in the sale of the Property, or any improvements erected or to be erected thereon or on any part thereof.

6. The Grantee, for itself, its beneficiaries, successors, transferees, and assigns, agrees to pay the real estate taxes or assessments on the Property or any part thereof when due. In the event that the Property is ever declared to be "immune" or "exempt" from the payment of ad-valorem taxes, the Grantee agrees, for itself and any successor(s) in interest, to pay to the Grantor an annual payment which shall be in an amount equal to the amount the Grantor would have received as ad valorem taxes based on the valuation method employed by the Miami-Dade County property appraiser pursuant to Chapter 193 Florida Statutes, as amended from time to time.

7. The Grantee, for itself, its beneficiaries, successors, transferees, and assigns, agrees that the Property must be used for the purpose of constructing at least one hundred seventy (170) affordable rental housing units (the "Restricted Units") and a library to be open to the general public, of approximately 5,000 square feet to be located on the ground floor of the development and operated and maintained by Miami-Dade County (the "Development" or "Project"). The Restricted Units must accommodate individuals and/or households that are specifically Low-Income Households/Individuals ("LI"), and Workforce Households/Individuals ("Workforce"). It is agreed that (i) LI shall comprise at least eighty five (85) Restricted Units on the Property, and the LI Restricted Units' income limit shall be less than or equal to sixty percent ($\leq$ 60%) of the area's median income as published by Florida Housing Finance Corporation ("FHFC"), and adjusted for family size ("AMI"), and (ii) Workforce shall comprise at least eighty five (85) Restricted Units on the Property, and the Workforce Restricted Units' income limit shall be less than or equal to one hundred percent ($\leq$ 100%) of AMI. Grantee agrees that within approximately one (1) year following the Project Completion Date, as defined below, Grantee shall execute and record in the Public Records of Miami-Dade County, Florida, as required by FHFC, an Extended Low Income Housing Agreement (the "ELIHA") confirming the Restricted Units shall remain affordable, as set

forth in this paragraph, for a minimum of thirty (30) years from the recording of the ELIHA.

8. The period of time that the Development's units must remain affordable, in compliance with the terms, conditions, limitations, and restrictions of this Quitclaim Deed, is henceforth known as the "Affordability Period". The Affordability Period for this Project shall be thirty (30) years commencing on the Project Completion Date. The "Project Completion Date" is the date by which (a) all of the Development's units are fully constructed, and (b) no less than ninety five percent (95%) of the Restricted Units have been leased to and occupied by households/individuals that satisfy the requirements set forth in Section 7 above, and (c) the Development's Certificate(s) of Occupancy, or its/their functional equivalent(s) is/are issued.

9. Subject to the terms and conditions herein, the occurrence of any one of the following events shall constitute a default under this Quitclaim Deed:

(a) The Grantee has not commenced the construction of the Development on the Property within twenty-four (24) months of the Effective Date; or

(b) During the Affordability Period, the Grantee fails to comply with the affordability requirements as described in Section 7 above; or

(c) A minimum of one hundred seventy (170) units of affordable housing/workforce units in the Development are not fully constructed within forty eight (48) months of the Effective Date, or the Development's Certificate(s) of Occupancy, or its/their functional equivalent(s), is/are not issued within forty eight (48) months of the Effective Date, which may be extended by (Y) the Grantor for up to one year in its reasonable discretion, not to be unreasonably conditioned, withheld or delayed, if the failure to complete construction or obtain the Certificate(s) of Occupancy results from: (i) force majeure, or (ii) another circumstance that Grantor determines, in its sole and absolute discretion, is beyond Grantee's control, or (Z) such additional time as may be reasonably necessary for a Qualifying Mortgagee (as defined in the Declaration of Restrictive Covenants) or Grantee's investor member(s) to complete construction and/or obtain the Certificate(s) of Occupancy provided the Qualifying Mortgagee and/or investor member has commenced pursuing remedies under its loan documents or equity documents, as the case may be, to complete construction and/or obtain the Certificate(s) of Occupancy (e.g. completion guarantees) within ninety (90) days following the date that written notice is given to such Qualifying Mortgagee and/or investor member. For

the avoidance of doubt, if Qualifying Mortgagee or investor member exercises such rights, Qualifying Mortgagee or investor member, as the case may be, may complete the development of the Project as if Grantee were performing the work itself, except that any completion date under this Quitclaim Deed shall be automatically extended for such periods of time necessary for Qualifying Mortgagee and/or investor member to complete the Project, including any such additional periods of time necessary for (i) Qualifying Mortgagee to institute and complete foreclosure proceedings or otherwise acquire possession and/or control of the Property or (ii) investor member to remove the developing member. Until the expiration of such period, the Grantor will not exercise any of the Grantor's remedies set forth in this Quitclaim Deed relating to such default. The Grantor shall accept performance by any Qualifying Mortgagee or the investor member with the same effect as if any default under this Agreement had been cured by Grantee, it being agreed that each Qualifying Mortgagee and the investor member shall have the right, but not the obligation, to cure any default of Grantee hereunder ; or

(d) Except as provided in Sections 11 and 17 below, Grantee transfers or attempts to transfer the Property or any interest therein; or

(e) The Declaration of Restrictive Covenants, of even date herewith, entered into between Grantor and Grantee and recorded simultaneously herewith (the "Declaration of Restrictive Covenants"), is not recorded prior to any and all liens, mortgages, or any other document which gives or may give any individual or entity, a foreclosable interest in the Property or Development; or

(f) Grantee's status as a legal entity during its ownership of the Property is terminated.

10. The restrictions set forth in Section 9 herein shall run with the land and shall be binding upon Grantee through the end of the Affordability Period, the Grantor shall have the right, subject to Section 11 herein, at its option and election and in its sole discretion, to pursue the following remedies to address a default by the Grantee under Section 9 above: (i) institute appropriate proceedings to specifically enforce performance of the terms and conditions of this Quitclaim Deed; (ii) seek injunctive relief or (iii) pursue all other remedies at equity or law.

Without limitation of the foregoing, prior to the issuance of the Certificate(s) of Occupancy for the Property, in case of any violation of the restrictions set forth in Sections 9(a) and 9(c), after written notice and the expiration of all Cure Periods as set forth in the Declaration of Restrictive

Covenants, the title to said premises shall, without entry, suit or other action by Grantor, upon the election by Grantor, revert to and vest in the Grantor, and the conveyance hereunder shall be null and void, and Grantor shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor shall be a waiver of the operation or enforcement of such condition. Notwithstanding anything to the contrary herein, the City's rights to exercise the remedy of reverter shall only apply to defaults to meet the timelines set forth in Sections 9(a) and 9(c), subject to Notice and Cure Periods set forth in the Declaration of Restrictive Covenants. Upon the issuance of the Certificate(s) of Occupancy for the Property, the remedy of reverter shall automatically terminate and be of no further force and effect.

For the term of the Affordability Period, each and every contract, deed, or other instrument hereafter executed conveying the Property and/or the Development or portion thereof shall expressly provide that such conveyance is subject to the applicable terms, conditions, limitations, covenants, and restrictions contained herein, provided, however, that the terms, conditions, limitations, covenants and restrictions contained in this Quitclaim Deed shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property and/or Development or portion thereof provides that such conveyance is subject to provisions of this Quitclaim Deed.

11. The transfer restriction stated in Section 9(d) above is not intended to apply to residential leases, transfers by or to (by deed in lieu of foreclosure) a Qualifying Mortgagee (as defined in that certain Declaration of Restrictive Covenants), transfers to a 3rd party purchaser pursuant to foreclosure proceedings or deed in lieu of foreclosure under a Qualifying Mortgage and any subsequent transfer to a 3rd party purchaser (as defined in that certain Declaration of Restrictive Covenants), provided, however, in all cases of transfer, that the Development remains subject to the City's affordability requirements in Section 7 of this Quitclaim Deed.

12. Intentionally Deleted.

13. Following the execution of this Quitclaim Deed, there shall be no amendments, extensions, or modifications except in the case that a clerical error has been identified and there is clear and convincing evidence to support the finding of a clerical error resulting in a typographic mistake to the original deed, then a modification may be made where upon all parties to the original agreement consent in writing to the modification.

14. The Grantor hereby confirms that Grantor does not relinquish any interests in minerals, petroleum, phosphates and/or metals at, on or beneath the Property pursuant to Section 270.11, Florida Statutes, provided, however,

that the Grantor hereby waives any right to initiate any drilling, mining or removal from the surface but retains all right to its share of any proceeds of any such drilling, mining or removal.

15. During the Affordability Period, The Grantee shall provide the Grantor with such information as may be reasonably requested by the Grantor (which request may be included in the Declaration of Restrictive Covenants) in order to determine compliance with the terms, conditions, limitations, covenants, and restrictions contained in this Quitclaim Deed.

16. Upon execution of this Quitclaim Deed, Grantee agrees to provide Grantor with accurate contact information for the purpose of fulfilling the notice requirements set forth herein ("Notice Address"). During the Affordability Period, Grantee further agrees that it shall immediately provide Grantor with Grantee's updated Notice Address if the Notice Address changes in any regard. Unless and until Grantor receives an updated Notice Address, Grantor will rely on the last Notice Address that Grantor received from Grantee.

17. The removal and replacement of the co-developer member and/or managing member of Grantee by its investor member or a Qualified Mortgagee are permitted provided that any successor co-developer member and/or managing member of Grantee or any successors to the principals of the co-developer member and/or managing member of the Grantee must be approved by the City, which approval shall not be unreasonably conditioned, delayed or withheld. A successor co-developer member and/or managing member (or principal thereof) of the Grantee shall be approved if such entity (and the principal(s) thereof) satisfies the following criteria and submits the following information to the Grantor prior to such removal or replacement becoming effective: (a) evidence of sufficient experience and capacity to manage affordable housing projects, or a property manager with experience in managing at least 1,500 affordable housing units; (b) a signed statement by the proposed successor entity and any principal thereof that neither has defaulted under any deed, covenant, or regulatory agreement or any material financial obligation with the Grantor or any federal, state, local government of agency or programs or local housing finance agency in the State of Florida in the past 18 months; (c) has not been debarred by any government entity; and (d) a sworn statement by the proposed successor entity or any principal thereof described in Section 287.133(3)(a), Florida Statutes relating to public entity crimes. The Grantor shall approve or disapprove of a prospective co-developer member or managing member of Grantee based upon the above criteria within sixty (60) days of receipt of all such information listed above.

TO HAVE AND TO HOLD, the same together with all and singular tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and all the

estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or in equity, to the use, benefit and behalf of the Grantee forever.

Definitions: All capitalized terms not defined herein shall have the meanings provided in the Declaration of Restrictive Covenants. In the event that this Quitclaim Deed and the Declaration of Restrictive Covenants conflict, the Declaration of Restrictive Covenants' terms control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said Grantor has signed, sealed and executed this Quitclaim Deed as of the day and year first above written.

GRANTOR:
CITY OF MIAMI, a municipal corporation of the State of Florida

Signed, sealed, and delivered in our presence:

By: _____
Arthur Noriega V
City Manager

_____
Print Name:

_____
Print Name:

APPROVED AS TO FORM AND CORRECTNESS:

_____
Victoria Méndez
City Attorney

ATTEST:

_____
Todd Hannon
City Clerk

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, ____ by Arthur Noriega V, as City Manager for the City of Miami, a municipal corporation of the State of Florida, on behalf of the municipal corporation. He/she is personally known to me or has produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Signature of Person Taking Acknowledgment

_____
(Printed, Typed, or Stamped Name of Notary Public)

_____
Title or Rank

_____
Serial Number, if any

EXHIBIT "A"
LEGAL DESCRIPTION

1785 Northwest 35th Street Miami, Florida 33142
Folio number: 01-3127-009-0140

Lots 18, 19, 20, 21, 22, 23, 24, 25 and 26 of COLONNA SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 11, at Page 69, of the Public Records of Miami-Dade County, Florida.

#11663802 v1 Deed.5.9.23 44824-0002

DocuSign Envelope ID: F34E774E-CB3C-4A11-90AC-85995568EA2D

EXHIBIT "B"
CITY RESOLUTIONS

EXHIBIT D
Declaration of Restrictive Covenants

DocuSign Envelope ID: F34E774E-CB3C-4A11-90AC-85995568EA2D

This Instrument Prepared By
and Return, After Recordation, To:
Victoria Méndez, Esq.
City of Miami
Office of the City Attorney
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130-1910
Folio: 01-3127-009-0140
Property Address: 1785 Northwest 35th Street, Miami, Florida 33142

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the "Covenant") made this _____ day of _____, 20____ ("Effective Date"), by **DULCE VIDA APARTMENTS, LLC**, a Florida limited liability company (hereinafter referred to as "Project Sponsor"), is in favor of the **CITY OF MIAMI**, a municipal corporation of the State of Florida (hereinafter referred to as the "City").

RECITALS

WHEREAS, the Project Sponsor has acquired the City's right, title, and interest in the properties legally described in Exhibit "A," attached hereto and incorporated herein (hereinafter collectively referred to as the "Property") pursuant to that certain Quitclaim Deed of even date herewith from City to Project Sponsor ("Deed"); and

WHEREAS, the Project Sponsor hereby agrees and covenants that the Property and any improvements made or existing thereon shall be subject to the provisions, covenants, and restrictions contained herein; and

WHEREAS, this Covenant is made for the express benefit of the City, and it shall remain in full force and effect until released by the City in writing; and

WHEREAS, the Project Sponsor is developing a project that will, among other things, increase the supply of affordable rental housing units in the City; and

WHEREAS, the housing project is known as Dulce Vida Apartments (hereinafter referred to as the "Project"), which consists of one residential building in Miami, Florida; and

WHEREAS, the Project consists of at least one hundred seventy (170) residential affordable apartment units and a public library developed on the Property; and

WHEREAS, the City's conveyance of the Property, for the Project's development, is subject to the terms in that certain Purchase and Sale Agreement between the parties hereto, as amended, which was executed on _____, 2022, between the City and the Project Sponsor ("Purchase and Sale Agreement"), the Quitclaim Deed, and this Covenant; and

WHEREAS, Project Sponsor desires to make a binding commitment to assure that the Restricted Units and the Property in general are maintained and operated in accordance with the provisions of the Deed and this Covenant for the express purpose of providing affordable housing; and

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WHEREAS, Project Sponsor, as a condition for receiving the Property, is required to record, in the Public Records of Miami-Dade County, this Covenant obligating the Project Sponsor, its beneficiaries, successors, and assigns to maintain and operate the Property in accordance with the Deed and this Covenant; and

WHEREAS, the Project Sponsor hereby declares that this Covenant shall be and is a covenant running with the Property and, unless released by the City in writing, is binding on the Property until the expiration of the Affordability Period, as defined below, and is not merely a personal covenant of the Project Sponsor;

NOW THEREFORE, Project Sponsor voluntarily covenants and agrees that the Restricted Units and the Property in general shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon Project Sponsor, and its beneficiaries, successors, and assigns as follows:

Section 1. Recitals: The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. Use of Property: The Project Sponsor, for itself, its beneficiaries, successors, transferees, and assigns, agrees that the Property must be used for the purpose of constructing at least one hundred seventy (170) affordable/workforce rental housing units (the "Restricted Units") and a library to be open to the general public, of no less than five thousand (5,000) square feet to be operated and maintained by Miami-Dade County (the "Library") (collectively, the "Development"). The Restricted Units must accommodate and be occupied by individuals and/or households that are specifically Low-Income Households/Individuals ("LI"), and Workforce Households/Individuals ("Workforce"). It is agreed that (i) LI shall comprise at least eighty five (85) Restricted Units on the Property, and the Restricted Units that are occupied by LI's income limit shall be less than or equal to sixty percent (≤ 60%) of the area's median income as published by Florida Housing Finance Corporation ("FHFC"), with adjustments for family size ("AMI") and (ii) Workforce shall comprise at least eighty five (85) Restricted Units on the Property, and the Restricted Units that are occupied by Workforce's income limit shall be less than or equal to one hundred percent (≤ 100%) of AMI. The restrictions set forth in this Section 2 shall commence on the Project Completion Date, and end thirty (30) years thereafter (the "Affordability Period"). The "Project Completion Date" is the date by which (a) all of the Development's units are fully constructed, and (b) all of the Restricted Units have been fully leased to and occupied by households/individuals that satisfy the requirements set forth in this Section 2, and (c) the Development's Certificate(s) of Occupancy, or its/their functional equivalent(s) is/are issued. Project Sponsor acknowledges that within approximately one (1) year following the Project Completion Date, Project Sponsor shall execute and record in the Public Records of Miami-Dade County, Florida, as required by FHFC, an Extended Low Income Housing Agreement (the "ELIHA") confirming the Restricted Units shall remain affordable, as set forth in this paragraph, for a minimum of thirty (30) years from the recording of the ELIHA.

Section 3. Term of Covenant: This Covenant is a covenant running with the land. This Covenant shall remain in full force and effect and shall be binding upon the Project Sponsor, its beneficiaries, successors, transferees, and assigns from the Effective Date and shall continue until the expiration of the Affordability Period. Upon the expiration of the Affordability Period, this Covenant shall be of no further force and effect and the City shall prepare for recording an

instrument evidencing the termination of this Covenant in the Public Records of Miami-Dade County, Florida.

Section 4. Prohibited Conveyances: The Project Sponsor covenants and agrees not to convey its interest in the Property, or any portion thereof, without the prior written consent of the City except as permitted by the Deed.

A "Qualifying Mortgagee" as acknowledged in writing by the City, is any recognized lending institution, such as a bank, savings and loan, pension fund, insurance company, savings bank, real estate investment trust, a party to a bond financing as the initial purchaser or indenture trustee (or any fiduciary thereof) or any provider of credit enhancement, a brokerage or investment banking organization, tax credit syndication entity, Fannie Mae, Freddie Mac, other real estate investment or lending entity (public or private), a federal, state, county or municipal governmental agency or bureau or instrumentality thereof (whether such be local, national or international), an affiliate of any of the foregoing, and in all cases, unrelated to the Project Sponsor, or is otherwise approved by City.

A "Qualifying Mortgage" is any recorded mortgage as approved in writing by the City and entered into by the Project Sponsor to secure a loan made by a Qualifying Mortgagee that (a) funds (i) the initial acquisition and construction of the Development, (ii) additional improvements to or rehabilitation of the Development, or (iii) any future refinancing of a loan made for the acquisition, construction, improvement or rehabilitation of the Development, for which the mortgagee of record or Project Sponsor has provided the City with notice and contact information for the Qualifying Mortgagee, which contact information shall remain effective until replaced in writing by updated contact information, and (b), except for any mortgage originated in connection with a foreclosure of a Qualifying Mortgage or transfer by a Qualifying Mortgagee following foreclosure or deed in lieu of foreclosure. No proceeds of any Qualifying Mortgage may result in a cash payout to Project Sponsor that causes the amount of equity remaining in the Property to be less than $0 (the "Required Equity Amount"), provided that such limitation will terminate (and be of no further force and effect) upon foreclosure or deed in lieu of foreclosure (except if Project Sponsor or a related party is the purchaser at such foreclosure or the transferee of a Qualifying Mortgagee after a deed in lieu of foreclosure). Project Sponsor shall obtain City's written approval of a Qualifying Mortgage pursuant to the foregoing, provided that the new loan is on commercially reasonable terms, and will not result in a cash payout to Project Sponsor that causes the amount of equity remaining in the Property to be less than the Required Equity Amount. The Project Sponsor shall submit to the City no later than sixty (60) days prior to the proposed closing date a proposal for a new Qualifying Mortgage, including estimated loan terms and a financial pro forma showing the ability of the Property and Project Sponsor to satisfy anticipated debt service. The City shall respond to the Project Sponsor's proposal within a reasonable time, but no later than 15 business days after receiving the proposal, either approving in principle the financing terms or stating reasons for disapproval. If the City gives notice of disapproval, the parties shall consult in a good faith effort to agree on an acceptable plan for financing. If the City approves a plan for financing, then the Project Sponsor shall proceed diligently to seek a new mortgage loan on substantially the terms approved.

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Section 5.1. Default and Remedies Upon Default: The occurrence of any one of the following events shall constitute a default under this Covenant:

(a) The Project Sponsor has not commenced the construction of the Development on the Property within twenty-four (24) months of the Effective Date; or

(b) During the Affordability Period, the Project Sponsor fails to comply with the affordability requirements as described in Section 2 above; or

(c) A minimum of one hundred seventy (170) units of affordable housing/workforce units in the Development are not fully constructed within forty eight (48) months of the Effective Date, or the Development's Certificate(s) of Occupancy, or its/their functional equivalent(s), is/are not issued within forty eight (48) months of the Effective Date, which may be extended by (Y) the City for up to one year in its reasonable discretion, not to be unreasonably conditioned, withheld or delayed, if the failure to complete construction or obtain the Certificate(s) of Occupancy results from: (i) force majeure, or (ii) another circumstance that the City determines, in its sole and absolute discretion, is beyond Project Sponsor's control, or (Z) such additional time as may be reasonably necessary for a Qualifying Mortgagee (as defined herein) or Project Sponsor's investor member(s) to complete construction and/or obtain the Certificate(s) of Occupancy provided the Qualifying Mortgagee and/or investor member has commenced pursuing remedies under its loan documents or equity documents, as the case may be, to complete construction and/or obtain the Certificate(s) of Occupancy (e.g. completion guarantees) within ninety (90) days following the date that written notice is given to such Qualifying Mortgagee and/or investor member. For the avoidance of doubt, if Qualifying Mortgagee or investor member exercises such rights, Qualifying Mortgagee or investor member, as the case may be, may complete the development of the Project as if Project Sponsor were performing the work itself, except that any completion date under the Deed shall be automatically extended for such periods of time necessary for Qualifying Mortgagee and/or investor member to complete the Project, including any such additional periods of time necessary for (i) Qualifying Mortgagee to institute and complete foreclosure proceedings or otherwise acquire possession and/or control of the Property or (ii) investor member to remove the developing member. Until the expiration of such period, the City will not exercise any of the City's remedies set forth in this Covenant relating to such default. The City shall accept performance by any Qualifying Mortgagee or the investor member with the same effect as if any default under this Covenant had been cured by Project Sponsor, it being agreed that each Qualifying Mortgagee and the investor member shall have the right, but not the obligation, to cure any default of Project Sponsor hereunder; or

(d) Project Sponsor encumbers the Property's title without the City's prior written authorization, which written authorization shall not be unreasonably withheld, conditioned or delayed; or

(e) Project Sponsor transfers or attempts to transfer the Property or any interest therein, except as provided in Section 17 of the Deed, without the City's prior written authorization, which written authorization shall not be unreasonably withheld, conditioned or delayed; or

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(f) This Covenant is not recorded prior to any and all liens, mortgages, or any other document which gives or may give any individual or entity, a foreclosable interest in the Property or Development; or

(g) Project Sponsor's status as a legal entity during its ownership of the Property is terminated.

Upon the occurrence of any of the events in (a) through (g) above, the City shall have the right to exercise such remedies as set forth in the Deed, and this Covenant.

Section 5.2. Remedies upon Default:

(a) In the event that Project Sponsor violates or breaches any of the terms, conditions, limitations, covenants, or restrictions contained herein, the City agrees that it will not immediately exercise its rights unless and until City has given the Project Sponsor, its investor member, and any Qualifying Mortgagee at least ninety (90) days' written notice ("Cure Period").

(b) The Project Sponsor, its investor members(s) and any Qualifying Mortgagee, shall have the right, to cure any violation or breach of the terms of this Covenant within the Cure Period. The Cure Period shall begin on the date on which Project Sponsor and any Qualifying Mortgagee receives notice of Project Sponsor's violation from City. Evidence of receipt shall include, but not be limited to, return receipt from the United States Postal Service or proof of delivery by any common carrier, or other courier or delivery service.

(c) In the event that a breach or violation, which is permitted to be cured, can be cured but not practicably be cured within ninety (90) days, the Project Sponsor shall have such additional time as may be required to effect a cure, so long as (a) the plan for a cure is submitted in writing to the City, and such plan is approved in writing by the City (which approval shall not be unreasonably conditioned, withheld or delayed), is commenced within ninety (90) days, and is diligently prosecuted. At the end of the Cure Period, as such may be extended in accordance with the immediately preceding sentence or otherwise by the City, the City may notify the Project Sponsor of its intent to immediately exercise its remedies described in Section 5.1 above (the "Default Notice"), a copy of which notice shall be provided to all Qualifying Mortgagees and the investor member.

If City sends a Default Notice, any Qualifying Mortgagee shall have the right to request the Project Sponsor to forbear from pursuing any remedy and City shall so forbear for any such additional periods of time necessary to cure such default including for (i) Qualifying Mortgagee to institute and complete foreclosure proceedings or otherwise acquire possession and/or control of the Land or (ii) investor member to remove the [managing member]. Until the expiration of such period, the City will not exercise any of the City's remedies set forth in this Covenant relating to default. The City shall accept performance by any Qualifying Mortgagee or the investor member with the same effect as if any default under this Covenant had been cured by Project Sponsor, it being agreed that each Qualifying Mortgagee and the investor member shall have the right, but not the obligation, to cure any default of Project Sponsor hereunder. For the avoidance of doubt, if

Qualifying Mortgagee or investor member exercises such rights, Qualifying Mortgagee or investor member, as the case may be, may complete the development of the Project as if Project Sponsor were performing the work itself, except that the any completion date under the Covenant shall be automatically extended for such periods of time necessary for Qualifying Mortgagee and/or investor member to complete the Project, including any such additional periods of time necessary for (i) Qualifying Mortgagee to institute and complete foreclosure proceedings or otherwise acquire possession and/or control of the Land or (ii) investor member to remove the [managing member]. Until the expiration of such period, the City will not exercise any of the City's remedies set forth in this Covenant relating to default. The City shall accept performance by any Qualifying Mortgagee or the investor member with the same effect as if any default under this Covenant had been cured by Project Sponsor, it being agreed that each Qualifying Mortgagee and the investor member shall have the right, but not the obligation, to cure any default of Project Sponsor hereunder.

The City agrees to collaborate in good faith with a Qualifying Mortgagee to resolve any defaults hereunder and, if necessary, facilitate the transfer of the Property to an acceptable transferee such that the affordability requirements contained herein are restored as soon as practicable after a default and the exercise of the City's remedies are not pursued. The City shall not be prohibited from bidding on or purchasing the Project in a foreclosure sale.

Section 6. Inspection and Enforcement: It is understood and agreed that any official inspector of the City shall have the right any time during normal working hours to enter and investigate the use of the Property and Project to determine whether the conditions of this Covenant are in compliance, subject to the rights of residential tenants under their respective leases.

Section 7. Amendment and Modification: This Covenant may be modified, amended, or released as to any portion of the Property by a written instrument executed on behalf of the City, with prior City Commission authorization, and the Project Sponsor. Should this instrument be modified, amended, or released, the City Manager shall execute a written instrument in recordable form to be recorded in the Public Records of Miami-Dade County, Florida, effectuating and acknowledging such modification, amendment, or release.

Section 8. Definitions: All capitalized terms not defined herein shall have the meanings provided in the Deed, of even date herewith. In the event that the Deed and this Covenant conflict, the Covenant's terms control.

Section 9. Severability: Invalidation of one of the provisions of this Covenant by judgment of Court shall not affect any of the other provisions of the Covenant, which shall remain in full force and effect.

Section 10. Recordation: This Covenant shall be filed of record among the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Project Sponsor.

Section 11. Deed Restriction/Covenant Running with the Land: Any and all requirements of the laws of the State of Florida that must be satisfied in order for the provisions of this Covenant to constitute a deed restriction and covenant running with the land shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to ensure that these restrictions run with the land. For the term of this

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Covenant, each and every mortgage, contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Covenant, provided, however, that the covenants contained in this Covenant shall survive and be effective regardless of whether such mortgage, contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to provisions of this Covenant.

Section 12. Governing Law and Venue: This Covenant shall be construed and enforced pursuant to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws, and comity. Any action pursuant to a dispute under this Covenant must be brought in Miami-Dade County and no other venue. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that venue in Miami-Dade County is not convenient.

Section 13. Costs, Including Attorney's Fees: In the event litigation, arbitration, or mediation, between the parties hereto, arises out of the terms of this Covenant, each party shall be responsible for its own attorney's fees, costs, charges, and expenses through the conclusion of all appellate proceedings, and including any final settlement or judgment.

Section 14. Floating Units: The parties hereto agree that the Restricted Units shall be treated as "Floating Units," whereby the specific units that are designated as Restricted Units may change over time as long as the total number of Restricted Units in the Project remains constant. Project Sponsor agrees to ensure that the Restricted Units remain comparable to the non-restricted units during the Affordability Period in terms of size, features, and number of bedrooms.

Section 15. Qualifying Mortgagees: Notwithstanding the foregoing, any lender holding a mortgage on the Property and/or the Development to which the City has provided its written consent, shall be allowed to maintain said lender's interest throughout the term of said mortgage, however, the City shall not be deemed to have assumed said mortgage(s) and shall not, under any circumstances, be liable for the payment of any amounts due or to become due under any such mortgage(s) and, except as otherwise provided in the Deed, the provisions of this Covenant and the Deed shall continue to be effective against the interest of any subsequent purchaser in a foreclosure proceeding for the remainder of the Affordability Period.

Section 16. Reporting and Compliance Plan: The Project Sponsor shall submit to the City a report, in such form, manner and frequency as the City may reasonably require to monitor the progress of the Project and the Project Sponsor's performance and compliance with this Covenant, the Deed, and all other legal requirements. The Project Sponsor shall provide the City with such information as may be reasonably requested by the City (which request may be included in the Deed) in order to determine compliance with the terms, conditions, limitations, covenants, and restrictions contained in this Covenant.

Section 17. Notice: Upon execution of this Covenant, the Project Sponsor agrees to provide the City with accurate contact information for the purpose of fulfilling the notice requirements set forth herein ("Contact Information"). During the Affordability Period, the Project Sponsor further agrees that it shall immediately provide the City with the Project Sponsor's updated Contact Information if the Contact Information changes in any regard. Unless and until the City receives

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updated Contact Information, the City will rely on the last Contact Information that the City received from the Project Sponsor. Notices shall be sent to the investor member shall be sent to:

AHP Housing Fund ____, LLC
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944
Attention: Legal Notices
Email: notices@berkahp.com

Notices shall be sent to the initial Qualifying Mortgagee shall be sent to:

_____

_____

_____

[Signature Page Follows]

IN WITNESS WHEREOF, the Project Sponsor has caused this Declaration of Restrictive Covenants to be executed by its duly authorized officers and the corporate seal to be affixed hereto on the day and year first above-written.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

PROJECT SPONSOR:

DULCE VIDA APARTMENTS, LLC, a Florida limited liability company

By: Dulce Vida Holdings, LLC, a Florida limited liability company, its Manager

By: Coral Rock Development Group, LLC, a Florida limited liability company, its Manager

By: _____
Michael A. Wohl, Manager

ACKNOWLEDGMENTS

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___ Michael A. Wohl, Manager of Coral Rock Development Group, LLC, a Florida limited liability company, the Manager of Dulce Vida Holdings, LLC, a Florida limited liability company, the Manager of Dulce Vida Apartments, LLC, a Florida limited liability company, on behalf of the companies. He is ☐ personally known to me or ☐ has produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Signature of Person Taking Acknowledgment

_____
(Printed, Typed, or Stamped Name of Notary Public)

S-1

CITY OF MIAMI, a municipal corporation of the State of Florida

ATTESTED:

By: _____
Arthur Noriega V
City Manager

_____
Todd B. Hannon
City Clerk

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, ____ by Arthur Noriega V, as City Manager for the City of Miami, a municipal corporation of the State of Florida, on behalf of the municipal corporation. He/she is personally known to me or has produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Signature of Person Taking Acknowledgment

_____
(Printed, Typed, or Stamped Name of Notary Public)

_____
Title or Rank

_____
Serial Number, if any

Approved as to legal form and correctness:

_____
Victoria Méndez
City Attorney

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EXHIBIT A
LEGAL DESCRIPTION

1785 Northwest 35th Street Miami, Florida 33142
Folio number: 01-3127-009-0140

Lots 18, 19, 20, 21, 22, 23, 24, 25 and 26 of COLONNA SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 11, at Page 69, of the Public Records of Miami-Dade County, Florida.

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "**Amendment**") is made and entered into as of the 11th day of September, 2024 (the "**Effective Date**") by and between the **City of Miami**, a municipal corporation of the State of Florida, with offices at 444 SW 2 Avenue, Miami, Florida 33130 (the "**Seller**" or "**City**"), and **Dulce Vida Apartments, LLC,** a Florida limited liability company, with offices at 2800 Ponce De Leon Blvd., Suite 1160, Coral Gables, FL 33134 (the "**Purchaser**"). (The Seller and the Purchaser are hereinafter jointly referred to as the "Parties" and individually may be referred to as a "Party".)

Background

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement dated as of March 21, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement, dated as of June 5, 2023 (collectively the "**Contract**"), pursuant to which Seller agreed to sell to Purchaser, and Purchaser agreed to acquire from Seller, certain real property described in the Contract, located in the City of Miami, Miami-Dade County, Florida, together with all improvements located thereon (collectively, the "**Property**").

B. Seller and Purchaser now desire to further amend the Contract pursuant to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. Each of the parties hereto acknowledge and agree that the background paragraphs set forth above in this Amendment are true and accurate, and are incorporated herein by reference.

2. Section 7, Conditions Precedent. Section 7(i)d. is deleted in its entirety and replaced with the following:

d. The Purchaser shall provide the City with drafts of any proposed mortgages on the Property for the City's review prior to Closing Date.

3. Section 9, Closing Date. The first sentence of Section 9 is deleted in its entirety and replaced with the following:

Closing shall take place no later than January 31, 2025, at a mutually agreeable time (the "Closing" or "Closing Date") at the City of Miami, Department of City Attorney's Office at 444 SW 2 Avenue, 9th Floor, Miami, Florida.

In all other respects, Section 9 remains unchanged.

4. Inconsistencies. In the event of any inconsistencies between the terms and conditions of the Contract and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

5. Ratification of Agreement. Except as specifically amended hereby, all of the terms and conditions of the Contract are hereby ratified and confirmed, and remain in full force and effect.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Executed counterparts to this Amendment may be delivered by electronic mail in .PDF format and each such counterpart shall have the same force and effect as an original.

7. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Florida.

8. Severability. If a court of competent jurisdiction finds any provision or portion of this Amendment to be invalid, illegal or otherwise unenforceable, that determination shall not affect any other provision of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment effective as of the day and year set forth above.

Signed by:

ATTEST:

DocuSigned by:

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Todd B. Hannon, City Clerk

Date: September 10, 2024 | 20:20:39 EDT

"SELLER"

CITY OF MIAMI, a municipal corporation of the State of Florida:

DocuSigned by:

By: Arthur Noriega

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Arthur Noriega V, City Manager

Approved As To Form And Correctness:

DocuSigned by:

George K Wysong III

George K. Wysong III
City Attorney

DS
JS

24-2249

Approved by Risk Management Department:

DocuSigned by:

Frank Gomez

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Ann-Marie Sharpe
Director

"PURCHASER"

DULCE VIDA APARTMENTS, LLC, a Florida limited liability company

By: Dulce Vida Holdings, LLC, a Florida limited liability company, its Manager

By: Coral Rock Development Group, LLC, a Florida limited liability company, its Manager

By: _____

Michael D. Wohl, Manager

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "**Amendment**") is made and entered into as of the 3rd day of February, 2025 (the "**Effective Date**") by and between the **City of Miami**, a municipal corporation of the State of Florida, with offices at 444 SW 2 Avenue, Miami, Florida 33130 (the "**Seller**" or "**City**"), and **Dulce Vida Apartments, LLC**, a Florida limited liability company, with offices at 2800 Ponce De Leon Blvd., Suite 1160, Coral Gables, FL 33134 (the "**Purchaser**"). (The Seller and the Purchaser are hereinafter jointly referred to as the "Parties" and individually may be referred to as a "Party".)

Background

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement dated as of March 21, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement, dated as of June 5, 2023, as amended by that certain Second Amendment to Purchase and Sale Agreement, dated September 11, 2024 (collectively the "**Contract**"), pursuant to which Seller agreed to sell to Purchaser, and Purchaser agreed to acquire from Seller, certain real property described in the Contract, located in the City of Miami, Miami-Dade County, Florida, together with all improvements located thereon (collectively, the "**Property**").

B. Seller and Purchaser now desire to further amend the Contract pursuant to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. Each of the parties hereto acknowledge and agree that the background paragraphs set forth above in this Amendment are true and accurate, and are incorporated herein by reference.

2. Section 9, Closing Date. Pursuant to Section 9 of the Contract, Purchaser has elected to exercise its first option to extend Closing for 60 days, setting out the new outside Closing to take place on or before April 1, 2025, at a mutually agreeable time ("First Outside Closing Date") at the City of Miami, Department of City Attorney's Office at 444 SW 2 Avenue, 9th Floor, Miami, Florida.

3. Inconsistencies. In the event of any inconsistencies between the terms and conditions of the Contract and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

4. Ratification of Agreement. Except as specifically amended hereby, all of the terms and conditions of the Contract are hereby ratified and confirmed, and remain in full force and effect.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Executed counterparts to this Amendment may be delivered by electronic mail in .PDF format and each such counterpart shall have the same force and effect as an original.

6. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Florida.

7. Severability. If a court of competent jurisdiction finds any provision or portion of this Amendment to be invalid, illegal or otherwise unenforceable, that determination shall not affect any other provision of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment, as of the day and year first above written.

"PURCHASER"

DULCE VIDA APARTMENTS, LLC, a Florida limited liability company

By: Dulce Vida Holdings, LLC, a Florida limited liability company, its Manager

By: Coral Rock Development Group, LLC, a Florida limited liability company, its Manager

By: _____
Michael A. Wohl, Manager

Signed by:

ATTEST:

DocuSigned by:

_____
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Todd B. Hannon, City Clerk

Date: February 3, 2025 | 15:37:26 EST

"SELLER"

CITY OF MIAMI, a municipal corporation of the State of Florida:

For

DocuSigned by:

By: Natasha Colebrook-Williams
84B700975DEA41B...
Arthur Noriega V, City Manager

Approved as to Form and Correctness:

DocuSigned by:

George K Wysong III
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George K. Wysong III
City Attorney

DS
JS

24-2249

Approved by Risk Management Department:

DocuSigned by:

Frank Gomez
27395C6318214E7...
Ann-Marie Sharpe
Director

EXHIBIT B

Legal Description of Property

1785 Northwest 35th Street, Miami, Florida 33142
Folio number: 01-3127-009-0140

Lots 18, 19, 20, 21, 22, 23, 24, 25, and 26 of COLONNA SUBDIVISION, according to the Plat thereof, as recorded in Plat book 11, at Page 69, of the Public Records of Miami-Dade County, Florida.

OHS.h2L

EXHIBIT C
-City of Miami Lease Agreement
Library Interlocal

LEASE AGREEMENT

BETWEEN

THE CITY OF MIAMI

AND

MIAMI-DADE COUNTY

FOR THE USE OF THE FOLLOWING DESCRIBED PREMISES

1. **Allapattah Library, 1799 NW 35th Street, Miami.**
2. **Coconut Grove Library, 2875 McFarlane Road, Miami.**
3. **Culmer Overtown Library, 350 NW 13th Street, Miami.**
4. **Edison Center Library, 531 NW 62nd Street, Miami.**
5. **Lemon City Library, 430 NE 61st Street, Miami.**
6. **Little River Library, 160 NE 79th Street, Miami.**
7. **Shenandoah Library, 2111 SW 19th Street, Miami.**
8. **West Flagler Library, 5050 West Flagler Street, Miami.**

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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement") is made and entered into this 15th day of May, 2007, by and between The City of Miami, a municipal corporation under the laws of the State of Florida, hereinafter called the "City" and Miami-Dade County, a political subdivision of the State of Florida, hereinafter called the "County," together the "Parties."

WITNESSETH:

WHEREAS, the City of Miami (the "City") is the owner of several parcels of land ("Properties") legally described in Exhibit "A" on which several County-operated libraries are located in the City of Miami; and

WHEREAS, under the terms of the Lease Agreement ("Agreement") entered into between the City and County on November 1, 1971, the City agreed to lease ten (10) properties to the County for use as libraries at a nominal rate of $1.00 annually to serve the City and its residents and in exchange the County agreed to pay for the full cost of operating and maintaining said properties as library facilities; and

WHEREAS, two (2) of the properties originally leased to the County and located at 1 Biscayne Boulevard and 1400 NW 37th Avenue were discontinued as library locations, the latter due to reconstruction plans for Grapeland Park ; and

WHEREAS, the City seeks to continue to lease and County agrees to lease eight (8) city-owned Properties, which are located at 1799 NW 35th Street (Allapattah Library), 2875 McFarlane Road (Coconut Grove Library), 350 NW 13th Street (Culmer Overtown Library), 531 NW 62nd Street (Edison Center Library), 430 NE 61st Street (Lemon City Library), 160 NE 79th Street (Little River Library), 2111 SW 19th Street (Shenandoah Library) and 5050 West Flagler Street (West Flagler Library) in Miami, Florida for use as libraries; and

NOW THEREFORE, in consideration of the Properties and mutual covenants hereinafter contained to be observed and performed, the Parties do hereby consent and agree as follows:

1. DESCRIPTION OF PROPERTIES.

The City hereby leases unto the County and the County hereby leases from the City, the following eight (8) properties located in Miami, Florida, together with the buildings, machinery and equipment thereto ("Properties"), the locations of which are listed below and are attached hereto as Exhibits 1 through 8 inclusive.

1. Allapattah Library, 1799 NW 35th Street, Miami.
2. Coconut Grove Library, 2875 McFarlane Road, Miami.
3. Culmer Overtown Library, 350 NW 13th Street, Miami.
4. Edison Center Library, 531 NW 62nd Street, Miami.
5. Lemon City Library, 430 NE 61st Street, Miami.
6. Little River Library, 160 NE 79th Street, Miami.
7. Shenandoah Library, 2111 SW 19th Street, Miami.
8. West Flagler Library, 5050 West Flagler Street, Miami.

2. PURPOSE.

The Properties are to be used by the County solely as library facilities and for other information and educational purposes and for no other use whatsoever, with the exception of allowing the facility to be used for electoral voting. Any use of the Properties not authorized under this Agreement must receive the prior written consent of the City Manager, which consent may be withheld or conditioned for any or no reason, including, but not limited to, additional financial consideration. The Properties shall be made available to the public on fair and reasonable terms without discrimination.

In the event that the County discontinues the use of any one or more of the Properties as library facilities, then this Agreement, as it applies to the specific property

or properties withdrawn from library use, shall terminate forthwith and said property or properties shall immediately revert to the City. In case of the County's discontinuance of one or more of the Properties, County must comply with the respective notice and library substitution provisions described in Section 10 herein.

Any duly noticed discontinuance of County's use of one or more Properties defined under Section 1 herein, shall not cause a termination of this Agreement as to the remaining Properties listed in Section 1 herein or replacement Properties provided subject to Section 10 herein. The City and County may mutually consent to add more library properties to this Agreement upon amendment of said Agreement, with the express authority and consent of the Parties and their respective City Manager and County Mayor or his designee.

3. TERM.

The term of this Agreement shall be for a period of fifteen (15) years ("Term"), beginning on the date that this Agreement is fully executed by the Parties (the "Effective Date"). In the event the date of execution is not the first day of the month, the Effective Date shall be adjusted to be the first day of the following month.

4. OPTION TO EXTEND.

In the event the City and the County mutually wish to extend this Agreement, this Agreement may be extended for a maximum of three (3) additional five (5) year terms (hereinafter the "Additional Terms"), beyond the initial fifteen (15) year term, subject to the same terms and conditions of this Agreement. If the County desires to exercise its option for an Additional Term, the County shall give the City written notice of its intention to exercise the option a minimum of one hundred and eighty (180) days prior to the expiration of the Agreement.

Upon receipt of the written notice, the City Manager, in his/her sole discretion, shall either extend the Agreement or reject the Additional Term within sixty (60) days of receipt of notice.

Once an Additional Term is extended by the City Manager, the Term of the Agreement shall include the newly extended Additional Term

5. HOLDOVER.

In the absence of any written agreement to the contrary, if the County should remain in occupancy of the Properties after the expiration of the lease term, it shall so remain as a tenant from month-to-month and the Rent shall be the same Rent as the last in effect. All other provisions of this Agreement applicable to such tenancy shall remain in full force and effect.

6. CONTINUOUS DUTY TO OPERATE.

Except where the Properties are rendered untenable by reason of fire or other casualty, or are temporarily closed for City-approved remodeling, the County shall at all times during this Agreement (i) occupy the Properties upon the Effective Date; (ii) shall thereafter continuously conduct operations on the Properties in accordance with the terms of this Agreement and shall at all times keep the Properties fully stocked with materials, trade fixtures and furnishings necessary to operate the Properties; and (iii) keep the Properties open to the public on a continual basis during the days and hours as are the then current service model for libraries. The County shall have the obligation to fund all materials, books, trade fixtures and furnishings necessary to operate the Properties as libraries.

7. RENT.

The County shall pay annually to the City a nominal, annual Rental Fee of One Dollar and Zero Cents ($1.00) ("Rental Fee") to occupy and use all the Properties listed in Section 1 herein. Any reduction in the number of properties leased by County shall not correspondingly reduce the annual Rental Fee.

The first annual Rental Fee payment to be made by the County shall be on or prior to the Effective Date and on the first day of each Agreement Year thereafter. For purposes of this Agreement, Agreement Year shall mean any period of time consisting of

twelve (12) consecutive calendar months commencing on the Effective Date and each anniversary thereafter. Payments shall be made payable to the "City of Miami" and shall be mailed to the "City of Miami, Finance Department, 444 S.W. 2nd Avenue, 6th Floor, Miami, Florida 33130," Attention: Collections Department or at such other address as may be designated from time to time.

8. UTILITIES.

The County shall pay for all utilities, including but not limited to, telephone, electricity, fuel, gas, water, storm water fees, garbage and sewage disposal facilities used by the County during its occupancy of the Properties, as well as all costs related to the installation of any connections, lines and/or equipment necessary.

9. TAXES OR ASSESSMENTS.

The County represents that it is immune from taxation as a political subdivision of the State of Florida. Notwithstanding same, in the event that the Properties become subject to taxation, charges or assessments, the County shall pay before any fine, penalty, interest or costs is added for nonpayment, any and all charges, fees, taxes or assessments levied against the Properties (collectively Assessments), its proportionate share of use of the Properties and/or against personal property of any kind, owned by or placed in, upon or about the Properties by the County, including, but not limited to, ad valorem taxes, fire fees and parking surcharges. In the event the County appeals an Assessment, the County shall immediately notify the City of its intention to appeal said Assessment and shall furnish and keep in effect a surety bond of a responsible and substantial surety company reasonably acceptable to the City Manager, or his/her designee, or other security reasonably satisfactory to the City Manager, or his/her designee, in an amount sufficient to pay one hundred percent of the contested Assessment with all interest on it and costs and expenses, including reasonable attorneys' fees, to be incurred in connection with it.

10. RIGHT TO DISCONTINUE BY COUNTY.

The County shall have the option to discontinue the use of one or more of the Properties upon providing six (6) months advance notice to the City, provided, however,

that the discontinuance of the use of the buildings or properties for library purposes shall be through official County Commission action. Furthermore, such discontinuance shall not relieve the County of the obligation to continue library services within the City as provided herein.

In the event of the County's exercise of such discontinuance provisions, the County, although not obligated, will use its best effort to provide substitute facilities. In such event, the County shall clearly state in its written notice, any temporary or permanent arrangements which County has made to continue to provide library facilities and replace any discontinued or displaced library locations with library services at mutually agreed upon substitute locations, if any, at no further cost or expense to the City. Upon the discontinuance and then subsequent vacation of one or more Properties, said Properties shall immediately revert to the control and occupancy of the City.

11. QUIET ENJOYMENT.

The City hereby covenants and represents that at the time of the execution of these presents, it is the sole owner in fee simple of the Properties herein above described and that it has good and marketable title, and the full right to lease the same for the term aforesaid.

The County, on payment of the rent herein provided and performance of its obligations, hereunder, shall and may peacefully and quietly have, hold, and enjoy the Properties for the term hereof or any extension or renewal thereof with all rights and privileges and for the use herein provided.

12. DEFAULT.

The occurrence of any one or more of the following events is deemed an "Event of Default":

(a) If the County defaults in the due and punctual payment of any installment of any Rent when due and payable in accordance with this Agreement, and such default continues for more than thirty (30) days after written notice that the sum is due;

(b) If either party defaults in the due performance or observance of any covenant or condition or provision under this Agreement, other than the payment of Rent, and such default continues for more than thirty (30) days after written notice of the default from the non-defaulting party, provided that if such default cannot be cured within thirty (30) days, the defaulting party shall have a reasonable period of time (not to exceed one hundred and eighty (180) days) to cure such default so long as the defaulting party commences the cure within thirty (30) days and diligently prosecutes same to completion. If any Event of Default occurs, the party not at fault shall have the right to terminate this Agreement upon thirty (30) days written notice.

(c) The waiver (either expressed or implied by law) by either party of any default of any term, condition or covenant herein contained shall not be a waiver of any subsequent default of the same or any other term, condition or covenant herein contained. No waiver made by either party with respect to performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligations of the other party, or conditions to its own obligation, beyond those expressly waived, and to the extent thereof, or a waiver in regard to any other rights of the party making the waiver or in regard to any obligation of the other party.

No remedy conferred upon or reserved to the City or the County shall be considered exclusive of any other remedy, but shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute; and every power and remedy given by this Agreement to the City or the County may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by the City or the County. No delay or omission of City or County to exercise any right or power arising from any default shall impair any right or power, nor shall it be construed to be a waiver of any default or any acquiescence in it.

For the purpose of any of the provisions of this Agreement, neither the City (including the City Manager) nor the County (including the County Manager), as the case may be, shall be considered in breach of or in default in any of its obligations under this Agreement in the event of unavoidable delay in the performance of any such obligations

due to strikes, lockouts, acts of God, inability to obtain labor or materials, or to settle insurance claims, due to governmental restrictions, enemy action, civil commotion, fire, hurricane, flood, casualty, or other similar causes beyond the reasonable control of a party (collectively "Unavoidable Delay"), but not including such party's insolvency of financial condition, it being the purpose and intent of this Section that in the event of the occurrence of any such Unavoidable Delay the time or times for the performance of the covenants and provisions of this Agreement shall be extended for the period of Unavoidable Delay; provided, however, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after such party shall have become aware of such Unavoidable Delay, give written notice to the other party thereof of the cause or causes thereof and the time anticipated to be delayed.

13. RIGHT TO CANCEL BY CITY.

The City reserves the right to cancel, terminate and declare this Agreement or any portion thereof, null and void, at its option, for any reason whatsoever relating to one or more or to all of the Properties enumerated in Section 1 of this Agreement. Said right shall be exercised by City Commission action only. Notice of the Commission's cancellation or termination shall be given in writing to the County Manager, Stephen P. Clark Center, 111 NW 1st Street, Suite 2910, Miami, Florida 33128 and shall provide an effective date of said cancellation of not less than six (6) months from the date of said notice by the City to the County, unless an earlier date is mutually agreeable. In the event that the City exercises the right to cancel, terminate and declare this Agreement null and void or any portion thereof, the City, although not obligated, will nonetheless use good faith efforts to provide the County a comparable building within which the County may re-locate the libraries, provided same does not result in a cost to the City.

14. EMINENT DOMAIN.

In the event any one or more of the buildings and Properties is taken by eminent domain, the City shall have the option of applying the funds received as a result of such proceedings to the acquisition or construction of a comparable library facility in the same

general area as the property taken. Such comparable library facility shall thereupon be deemed a portion of the demised Properties as if specifically listed herein. If the City does not exercise this option within one (1) year from the date said funds become available, then and in that event, such funds shall be retained in full by the City.

15. INTENTIONALLY DELETED

16. CONDITION AND MAINTENANCE OF THE PROPERTIES.

The County accepts the Properties in their "as is" present condition and state of repair, without any representation by or on behalf of the City, and agrees that the City shall, under no circumstances, be liable for any latent, patent or other defects in the Properties.

The County, at its sole cost and expense, agrees to maintain the interior and exterior of the Properties, including but not limited to, areas used for ingress and egress, in good order and repair at all times, and in attractive, clean, safe and sanitary conditions during its use and occupancy of the Properties and shall cause no waste or injury thereto. This shall include, but not be limited to, the parking areas, the plumbing and other pipes, all components of the heating, air conditioning and ventilation systems, electrical systems, telephone, gas, public utility systems and lines, landscaping, fencing, windows, roof, paint and other elements of the structure or structures on the Properties. In the event that any portion of the Properties becomes obsolete or worn out in use so that it can not properly perform its function as intended, then the County shall replace the same at its sole cost and expense.

The County shall be responsible for any and all costs associated with the maintenance, repair and library operations at said Properties, including but not limited to janitorial services and supplies, repair, maintenance, construction/rehabilitation costs, utilities, all occupational and other licenses necessary for the library operations, personnel, equipment, utilities, security and insurance costs incurred for its library operations.

17. ALTERATIONS, ADDITIONS, REPAIRS OR REPLACEMENTS.

Except in the event of an emergency, the County shall not make any alterations, additions, repairs or replacements required or permitted to be performed by County unless and until the County shall have caused plans and specifications therefore to be prepared, at County's sole expense, by an architect or other duly qualified professional and shall do its best efforts to have obtained the approval of the City Manager or his/her designee, within thirty (30) days of the County's request for same, which approval may be conditioned or withheld for any or no reason whatsoever [if said alteration, repair or replacement does not necessitate plans, than such turn-around of the City's approval will be within (14) days]. In the event of an emergency, the County may reasonably proceed to perform such emergency repair work and shall immediately notify the City of such work.

The County shall be solely responsible for applying and acquiring all necessary permits, including but not limited to, building permits. The County shall be responsible for all costs associated with any alterations including, but not limited to design, construction, installation, and permitting costs.

All alterations, additions, repairs or replacements must comply with all statutes, laws, ordinances and regulations of the State of Florida, Miami-Dade County, the City of Miami and any other agency that may have jurisdiction over the Properties as they presently exist and as they may be amended hereafter. By the installation of any alterations, additions, repairs or replacements, the City shall not be excluded from the Properties. If the City at its option, exercises its right to perform any supplemental alterations, additions, repairs or replacements, the City must request access to the Properties from the County, which request shall not be unreasonably withheld.

18. OWNERSHIP OF IMPROVEMENTS.

As of the Effective Date and throughout the use period, title to the Properties and

all improvements thereon shall be vested in the City. Furthermore, title to all alterations made in or to the Properties, whether or not by or at the expense of County, shall, unless otherwise provided by written agreement, immediately upon their completion, become the property of the City and shall remain and be surrendered with the Properties.

19. VIOLATIONS, LIENS AND SECURITY INTERESTS.

The County, at its expense and with due diligence and dispatch, shall secure the cancellation or discharge of or bond off same in the manner permitted by law, all notices of violations arising from or otherwise in connection with County's improvements or operations in the Properties which shall be issued by any public authority having or asserting jurisdiction. The County shall promptly pay its contractors and material men for all work and labor done at County's request. Should any such lien be asserted or filed, regardless of the validity of said liens or claims, County shall bond against or discharge the same within fifteen (15) calendar days of the filing of said encumbrance. In the event the County fails to remove or bond against said lien by paying the full amount claimed, the County shall pay the City, upon demand, any amount paid out by the City, including City's costs, expenses and reasonable attorneys' fees.

The County further agrees to hold the City harmless from and to indemnify the City against any and all claims of any contractor, subcontractor, material man, laborer or any other third person with whom the County has contracted or otherwise is found liable for, in respect to the Properties. Nothing contained in this Agreement shall be deemed, construed or interpreted to imply any consent or agreement on the part of the City to subject the City's interest or estate to any liability under any mechanic's or other lien asserted by any contractor, subcontractor, material man or supplier thereof against any part of the Properties or any of the improvements thereon and each such contract shall provide that the contractor must insert a statement in any subcontract or purchase order that the contractor's contract so provides for waiver for lien and that the subcontractor, material man and supplier agree to be bound by such provision.

20. CITY'S RIGHT OF ENTRY.

The County shall permit the City and its agents, representatives, employees, and/or designees of the City to enter into the Properties, based upon availability of the same, at all reasonable times upon advance written notice for any reasonable purpose; provided, however, that the City's rights under this Section shall not unreasonably interfere with the operation of the Properties or the performance of the County's obligations under this Agreement.

21. SURRENDER OF PROPERTIES.

Upon the expiration or earlier termination of the Agreement, or the discontinuance of one or more properties for use as library facilities hereunder, the County will surrender the respective Properties in good and a substantial state of repair, reasonable wear and tear excepted, subject to the repair and maintenance obligations provided in Sections 16 and 17 herein. At the expiration of the lease, additional terms or at the discontinuance in use of one or more of the Properties leased herein, all fixtures and keys relating to any or all of the subject Property or Properties revert back to the City.

22. INDEMNIFICATION.

The City and the County do hereby agree to indemnify and hold harmless each other to the extent and within the limitations of Section 768.28, Fla. Statutes, subject to the provisions of that Statute whereby the City and the County shall not be held liable to pay a personal injury or property damage claim or judgments by any one person which exceeds the sum of $100,000 or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the respective negligence of the County or City.

23. INSURANCE.

County represents that it is self-insured and shall provide evidence of acceptable self-insurance under the laws of the State of Florida to the City's Department of Risk

Management. County represents that its self-insurance program covers actions to recover for injury or loss of property, personal injury or death caused by the negligent or wrongful acts or omission of its officers and employees. County further represents that it shall self-insure against any and all damage or destruction to one or more of the subject Properties and any buildings thereon, by any casualty, including but not limited to fire, windstorm and hurricanes.

At its option, the County may procure general liability insurance covering its operations and related liability at the Properties. If the County procures general liability insurance, County shall name the City as an additional insured. If the insurer imposes a charge to name the City as an additional insured, the County shall bear such cost.

Notwithstanding the above, County shall require that third parties using the Properties, if any, furnish the County and the City, evidence of the following insurance coverages unless this requirement is waived in writing by the City Manager:

A. Commercial Liability Insurance on a comprehensive general liability insurance coverage form, or its equivalent, including contractual liability, products and completed operations, personal injury and property and operations coverages against all claims, demands or actions, bodily injury, personal injury, death or property damage occurring on the Property with such limits as may be reasonably required by the City from time to time, but not less than $1,000,000 per occurrence, combined single limit for bodily injury and property damage. The City shall be named as Additional Insured on the policy or policies of insurance. The third party shall also obtain and maintain in force for the length of the agreement, a $1,000,000 Excess Umbrella type policy over and above the base $1,000,000 requirement.

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with operations covered by this Agreement. The policy or policies of insurance shall contain such limits as may be reasonably requested by the City from time to time, but not less than $500,000 for bodily injury and property damage. The requirements of this provision may be waived upon submission of a written statement that no automobiles are used to conduct business.

C. Worker's Compensation in the form and amounts required by Florida law.

D. Professional Liability as may be required by the City.

E. The City's Director of Risk Management reserves the right to amend the insurance requirements for both the County and third parties in accordance with reasonable industry practice by the issuance of ninety (90) days prior written notice to the County. The County shall itself provide or require third parties to provide any other insurance or security reasonably required by the City's Risk Management Department.

F. The policy or policies of insurance required shall be so written that the policy or policies may not be canceled or materially changed without thirty (30) days advance written notice to the City. Said notice should be delivered to the City of Miami, Department of Risk Management, 444 SW 2nd Avenue, 9th Floor, Miami, FL 33130 with copy to City of Miami, Department of Public Facilities, 444 SW 2nd Avenue, 3rd Floor, Miami, FL 33130.

G. Current Evidence of Insurance and a Policy of Insurance evidencing the aforesaid required insurance coverage shall be supplied to the Department of Risk Management of the City at least fifteen (15) days prior to the commencement of the third party's usage of the Property. Insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength: the company should be rated "A" as to management, and no less than class "X" as to financial strength, in accordance with the latest edition of Best's Key Rating Guide, or the company holds a valid Florida Certificate of Authority and is a member of the Florida Guarantee Fund. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval. Receipt of any documentation of insurance by the City or by any of its representatives, which indicates less coverage than required, does not constitute a waiver of the County's obligation to fulfill the insurance requirements herein. The County's failure to require third parties to procure insurance shall in no way release the County from its obligations and responsibilities as provided herein. Failure to require third parties to procure insurance required by this Section shall constitute a default of this Agreement as provided in Section 12 herein, entitled "Event of Default."

If it can be determined that any loss or part thereof, shall be the fault of a third party (i.e. a contractor or contractors, visitors to the building or any other person, persons or organizations) except the City, then and in that event, the County may take all necessary actions to cause such third party to pay such costs and the County shall be responsible for the restoration of any and all losses incurred by the third party, subject to Section 25 herein. In no event shall the City be liable for damage caused to the Property or Properties by fire or other casualty. If no third party or parties shall be found liable or if found liable, but unable to pay damages, then the costs of such repairs shall be ascribed to the County.

24. DESTRUCTION TO PROPERTIES.

The County represents that it has self-insured the Properties occupied by the County. If, in the event of any such casualty to one or more of the subject Properties during the term of this Agreement and the applicable Property or Properties are not rendered wholly unusable, the County shall promptly cause such damage to be repaired at its sole cost and expense to substantially restore the Property or Properties to the condition the Property or Properties were prior to the occurrence of such damage .

In the event the County elects to effect the necessary repairs on one or more of the Properties and any buildings thereon, the full amount of rental payments for the applicable Property or Properties shall continue and the County shall provide substitute library facilities during the period of repair. Said substitute facilities may be mobile libraries.

The City shall not be liable for interruption to the County's business or for damage to or replacement or repair of the County's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture or other property removable by the County) or for damage to or replacement or repair of any improvements installed by County at the property.

25. OPTION TO TERMINATE DUE TO CASUALTY.

If the Property or Properties are (a) rendered wholly unusable, or (b) damaged in whole or in part which exceeds fifty percent (50%) value of the Property or Properties so

damaged, or (c) damaged or destroyed in whole or in part during the last three years of the Term, or (d) if the building is damaged to the extent that it cannot be used for the County's intended purpose for a period of ninety (90) or more consecutive days, then either the City or the County may elect to terminate this Agreement by giving to the other party notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the Parties shall cease as of the date specified in such notice, except that the County shall be required, at its sole cost and expense, to demolish the remains of the Properties or Properties so damaged, except that the County shall be required, at is sole cost and expense, to demolish the remains of the Property or Properties so damaged.

Upon termination of this Agreement pursuant to this Section, the County and the City shall be released from any further obligations hereunder, except that such release shall not apply to any sums then accrued or due, or to the County's obligations under Section 21 of this Agreement entitled "Surrender of Properties" or to any obligation otherwise surviving the termination of this Agreement, including but not limited the provisions in Section 10 herein for substitute library facilities in case of discontinuance or termination.

26. NO LIABILITY FOR PERSONAL PROPERTY.

The City and County agree to insure or self-insure their respective interests in personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by an means and waive all rights to recovery for loss or damage by any means and waive all rights to recovery for loss and damage to such property by any cause whatsoever. City and County hereby waive all rights of subrogation against each other under any policy or policies they may carry or on property placed or moved on the Properties.

27. SAFETY.

The County will allow City inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws,

rules, regulations and ordinances. By performing these inspections, the City, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations, and ordinances. County shall have no recourse against the City, its agents, or representatives from the occurrence, non-occurrence, or result of such inspection(s). Upon occupancy of the Properties, County shall contact the City's Risk Management Department to schedule inspection(s).

28. NOTICES.

All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to City and County at the addresses indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To City:
City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

With Copies to:
City Attorney
City of Miami
444 SW 2nd Avenue
Suite 945
Miami, Florida 33130

Director
Department of Public Facilities
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

To County:
County Manager
Stephen P. Clark Center
111 NW 1st Street, Suite 2910
Miami, Florida 33128-1994

With Copies to:
Director
Miami-Dade County Public Library System
Main Library
101 West Flagler Street, 3rd Floor
Miami, Florida 33130

Director
Facilities & Utilities Management Division
Miami-Dade County GSA
200 NW 1st Street
Miami, Florida 33128

29. ADVERTISING.

Any existing signage on the Properties shall be deemed approved. The County

shall provide and the City shall reasonably allow signage that is in accordance with County branding standards for signage at library facilities. The County shall not permit any additional signs, decoration, or advertising matter to be placed upon the exterior of the Properties without having first obtained the approval of the City's Director of the Department of Public Facilities or his/her designee, which approval may be withheld for any or no reason, at his/her sole discretion. County must further obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the City of Miami Code and Zoning Ordinance.

Upon the cancellation of this Agreement, County shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other thing permitted hereunder from the Properties. If any part of the Properties is in any way damaged by the removal of such items, said damage shall be repaired by County at its sole cost and expense. Should County fail to repair any damage caused to the Properties within ten (10) days after receipt of written notice from the City directing the required repairs, the City shall cause the Properties to be repaired at the sole cost and expense of County. County shall pay the City the full cost of such repairs within five (5) days of receipt of an invoice indicating the cost of such required repairs.

MISCELLANEOUS

30. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

The County shall comply with all sanitary, health and public safety laws and ordinances of the City, and all other applicable laws, ordinances and codes of federal, state and local governments as they apply to this Agreement. The County shall comply therewith as the same presently exist and as they may be amended hereafter.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, regardless of any conflict of law or other rules which would require the application of the laws of another jurisdiction.

31. CONFLICT OF INTEREST.

The County is aware of the conflict of interest laws of the City of Miami (Miami City Code Chapter 2, Article V), Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes, and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto.

To the best of their knowledge and belief, City and County both state that no person under their employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect in this Agreement. The County further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to services provided hereunder. Any such conflict of interest(s) on the part of County, its employees or associated persons, or entities must be disclosed in writing to the City.

32. NON-DISCRIMINATION.

County shall not discriminate as to race, color, religion, sex, national origin, age, disability, or marital status in connection with its occupancy and/or use of the Properties and improvements thereon.

33. ADA

County shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of utilizing the Properties, including Titles I and II of the ADA (regarding non-discrimination on the basis of disability) and all applicable regulations, guidelines and standards.

34. AFFIRMATIVE ACTION.

County shall have in place an Affirmative Action/Equal Employment Opportunity Policy and shall institute a plan for its achievement which will require that action be taken to provide equal opportunity in hiring and promoting women, minorities, the disabled and veterans. Such plan will include a set of positive measures which will be

taken to insure non-discrimination in the work place as it relates to hiring, firing, training and promotion. In lieu of an Affirmative Action/Equal Opportunity Policy/Plan, County may submit a Statement of Assurance indicating that their operation complies with all relevant Civil Rights laws and regulations.

35. MINORITY/WOMEN BUSINESS UTILIZATION.

The Provider may use its best efforts to purchase/contract fifty-one (51%) of its annual goods and services requirements from Hispanic, Black and Women businesses/Providers registered/certified with the City's Office of Minority/Women Business Affairs. Such lists are available to the Provider at the City's Office of Minority/Women Business Affairs.

36. HAZARDOUS MATERIALS.

The County shall, at its sole cost and expense, at all times and in all respects comply with all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders, administrative actions and administrative orders, including, without limitation, any Hazardous Material Laws ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, storage, disposal or transportation of any flammable explosives, toxic substances or other hazardous, contaminated or polluting materials, substances or wastes, including, without limitation, any "Hazardous Substances", "Hazardous Wastes", "Hazardous Materials" or "Toxic Substances, under any such laws, ordinances or regulations (collectively "Hazardous Materials").

The County shall, at its sole cost and expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals relating to the presence of Hazardous Materials within, on, under or about the Properties required for the County's use, or storage of, any Hazardous Materials in or about the Properties in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials.

Upon termination or expiration of this Agreement, the County shall, at its sole cost and expense, cause all Hazardous Materials, including their storage devices, placed in or about the Properties by the County or at the County's direction, to be removed from the Properties and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws.

The City acknowledges that it is not the intent of this Article to prohibit the County from operating in the Properties for the uses described in the Section of this Agreement entitled "Purpose". The County may operate according to the custom of the industry, so long as the use or presence of Hazardous Materials is strictly and properly monitored according to, and in compliance with, all applicable governmental requirements. The requirements of this Section of the Agreement shall survive the expiration or termination of this Agreement.

37. 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. The County may have an appropriately licensed person test the Properties for radon. If the radon level exceeds acceptable EPA standards, the City may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Agreement. In the event that such reduction requires evacuation of any of the Properties, the City shall give the County thirty (30) day's notice, assuming the circumstances of the radon gas finding allow.

38. LITIGATION.

Any dispute herein shall be resolved in the courts of Miami-Dade County, Florida. The parties shall attempt to mediate any dispute without litigation. However, this is not intended to establish mediation as a condition precedent before pursuing specific performance, equitable or injunctive relief.

39. COURT COSTS AND ATTORNEY FEES.

In the event it becomes necessary for the City or County to institute legal proceedings to enforce or interpret the provisions of this Agreement, each party shall pay their respective court costs and attorney fees through all trial and appellate levels.

40. WAIVER OF JURY TRIAL.

The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other agreement executed by and between the parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City and County entering into the subject transaction.

41. NON-WAIVER OF DEFAULT.

Any failure by the City at any time or from time to time to enforce and require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions at any future time and shall not prevent the City from insisting on the strict keeping and performance of such terms or conditions at any later time. No waiver of any right hereunder shall be effective unless in writing and signed by the City.

42. TIME OF ESSENCE.

It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. If the final day of any period falls on a weekend or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

43. FURTHER ACTS.

In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties each agree to perform, execute and/or deliver or cause to be performed any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

44. AMENDMENTS AND MODIFICATIONS.

No amendments or modifications to this Agreement shall be binding on either party unless in writing, signed by both parties and approved by the City Manager and County Mayor or his/her designee. The City Manager is authorized to make non-substantive amendments or modifications to this Agreement as needed, including the decrease in the number of libraries covered under this Agreement or extensions to this Agreement beyond the initial lease term contemplated in Section 3 herein.

45. SEVERABILITY.

In the event any section, clause or sentence of this Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such section, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by the deletion thereof.

46. CAPTIONS.

Title and section headings are for convenient reference and are not a part of this Agreement.

47. INTERPRETATION.

This Agreement is the result of negotiations between the parties and has been typed/printed by one party for the convenience of both parties. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral 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 nor 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 both parties have equally participated in the preparation of this Agreement.

48. CONSTRUCTION OF AGREEMENT.

This Agreement shall be construed and enforced according to the laws of the State of Florida.

49. COVENANTS BINDING.

All covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the Parties; provided that, the County shall not sublet in whole or in part, nor assign this lease or any part of it, nor grant any concession on the premises, without having first obtained the written authorization of the City Manager of the City, which approval may be conditioned or withheld in the City Manager's sole discretion.

50. ENTIRE AGREEMENT.

This instrument and its attachments constitute the sole and only Agreement of the parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

51. AUTHORITY.

Each of the parties hereto acknowledges it is duly authorized to enter into this Agreement and that the signatories below are duly authorized to execute this Agreement on behalf of the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

CITY OF MIAMI, a municipal Corporation of the State of Florida.

By: _____

Pedro G. Hernandez
City Manager

MIAMI-DADE COUNTY, a political Subdivision of the State of Florida.

By: _____

Carlos Alvarez
Miami-Dade County Mayor

ATTEST:

By: _____

Priscilla A. Thompson
City Clerk 5-14-08

ATTEST:

COUNTY COMMISSION DADE COUNTY FLORIDA

By: _____ 9/27/2008

Harvey Ruvin
Clerk of the Court

Approved as to Form and Correctness:

By: _____

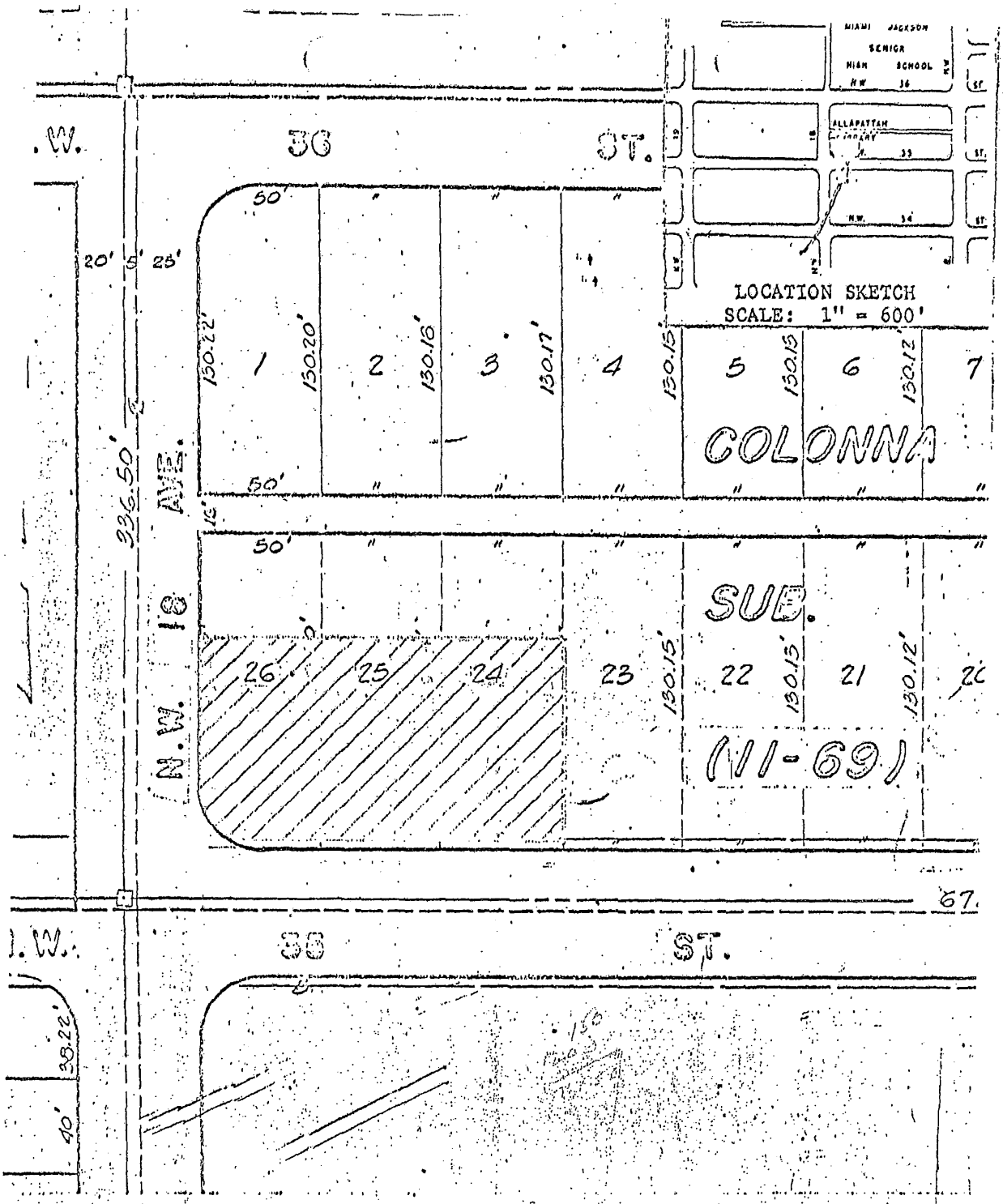
Julie O. Bru
City Attorney

Approved as to Insurance Requirements:

By: _____

LeeAnn Brehm, Director
Department of Risk Management

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTIES

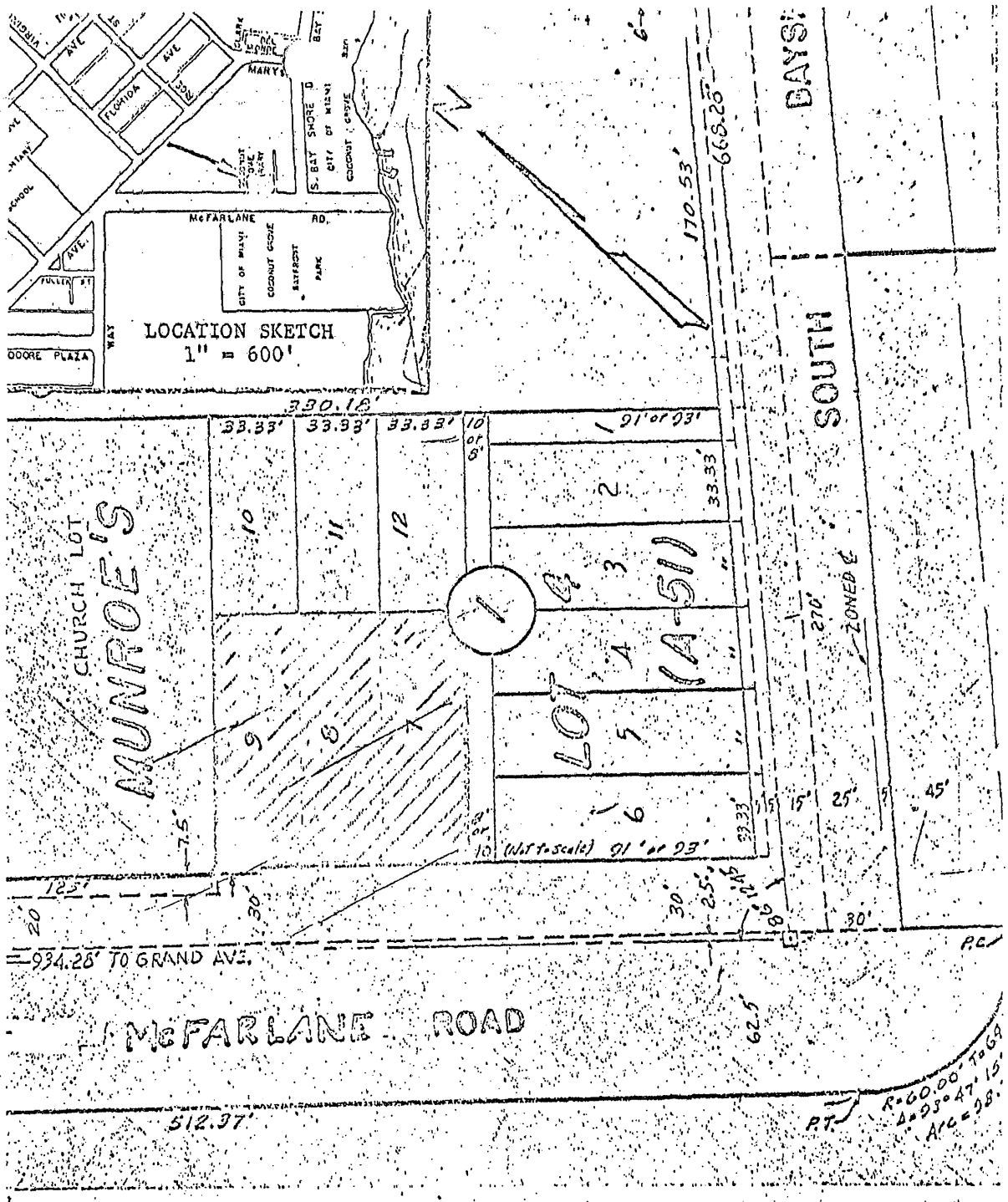


ALLAPATTAH LIBRARY - 1799 N.W. 35TH STREET

DESCRIPTION

The north 81 feet of the south 86 feet of Lots 26, 25 and 24 of COLONNA'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 11, at Page 69, of the Public Records of Dade County, Florida.

Scale: 1" = 50'



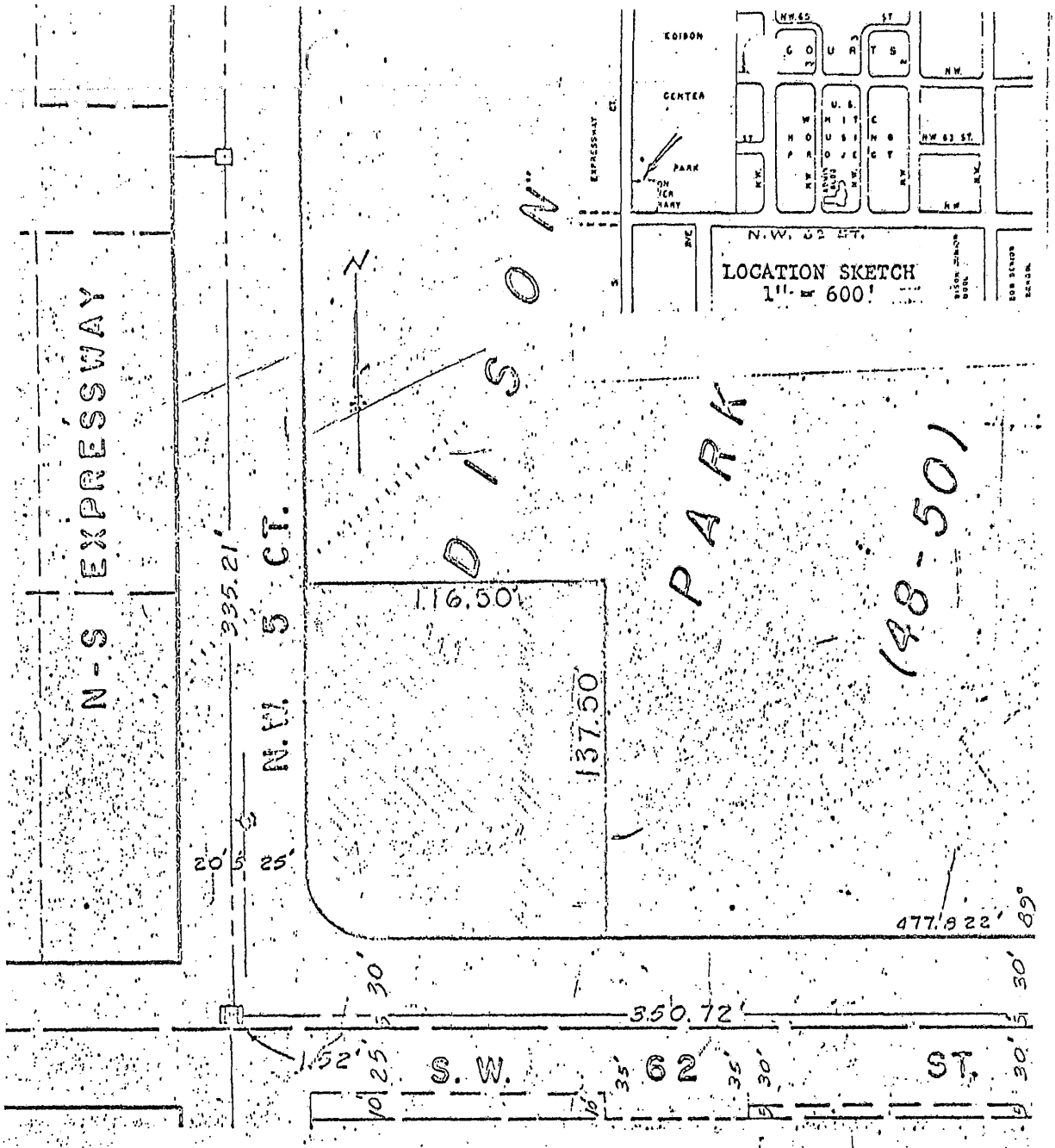
851

COCONUT GROVE LIBRARY - 2875 McFARLANE ROAD

DESCRIPTION

Lots 7, 8 and 9, Block 1, of R. M. MUNROE'S SUBDIVISION OF LOT 4, according to the plat thereof, as recorded in Plat Book "A", at Page 51, of the Public Records of Dade County, Florida.

Scale: 1" = 50'



EDISON CENTER LIBRARY - 531 N.W. 62ND STREET

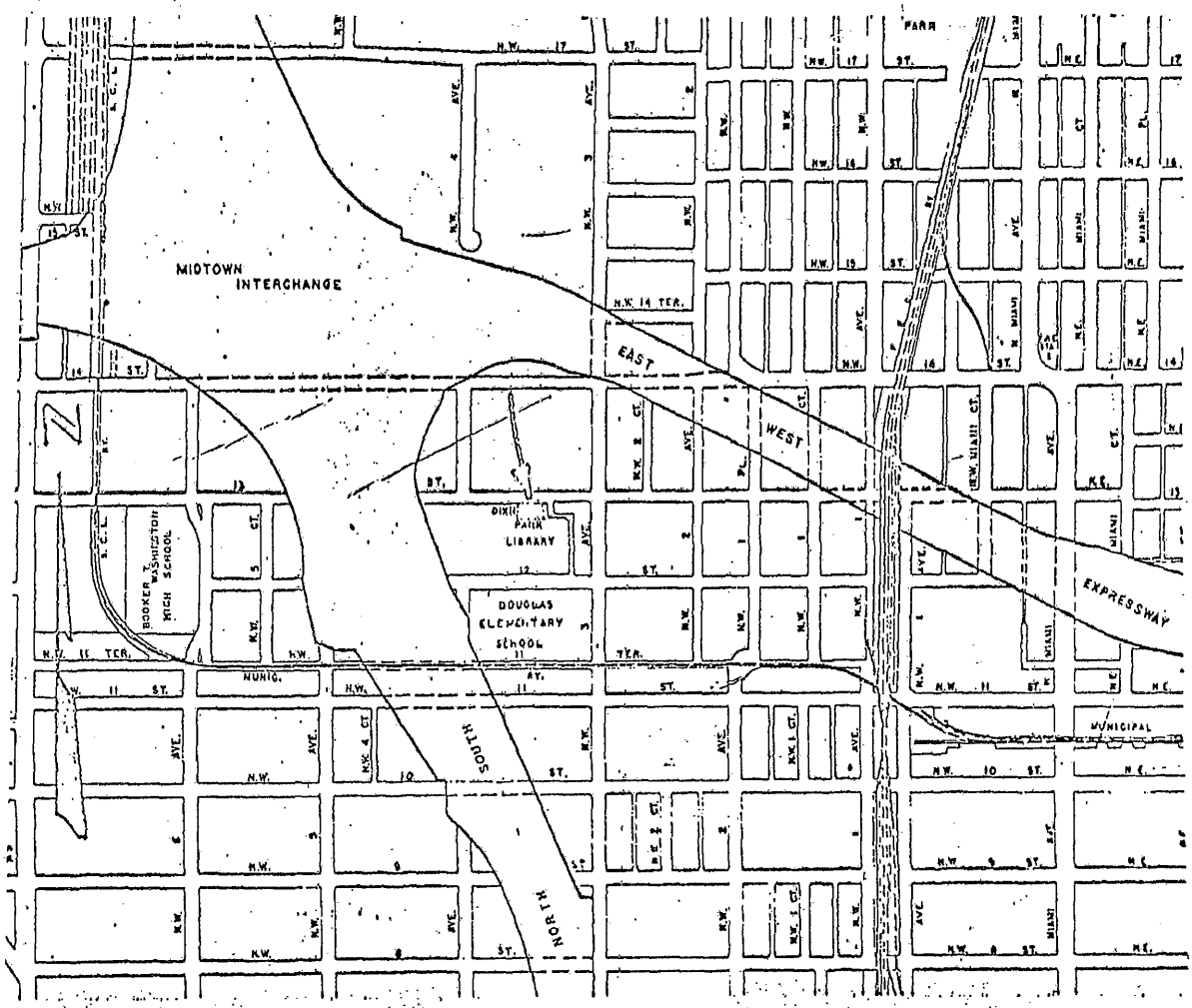
DESCRIPTION

The south 137.50 feet of the west 116.50 feet of EDISON PARK, ~~as recorded in Plat Book 48, at Page 50, of the Public Records of Dade County, Florida.~~ LESS ST R/W

Less all the external area of a 25.00 foot radius arc concave northeasterly and tangent to the westerly and southerly lines of the above described property.

Scale: 1" = 50'

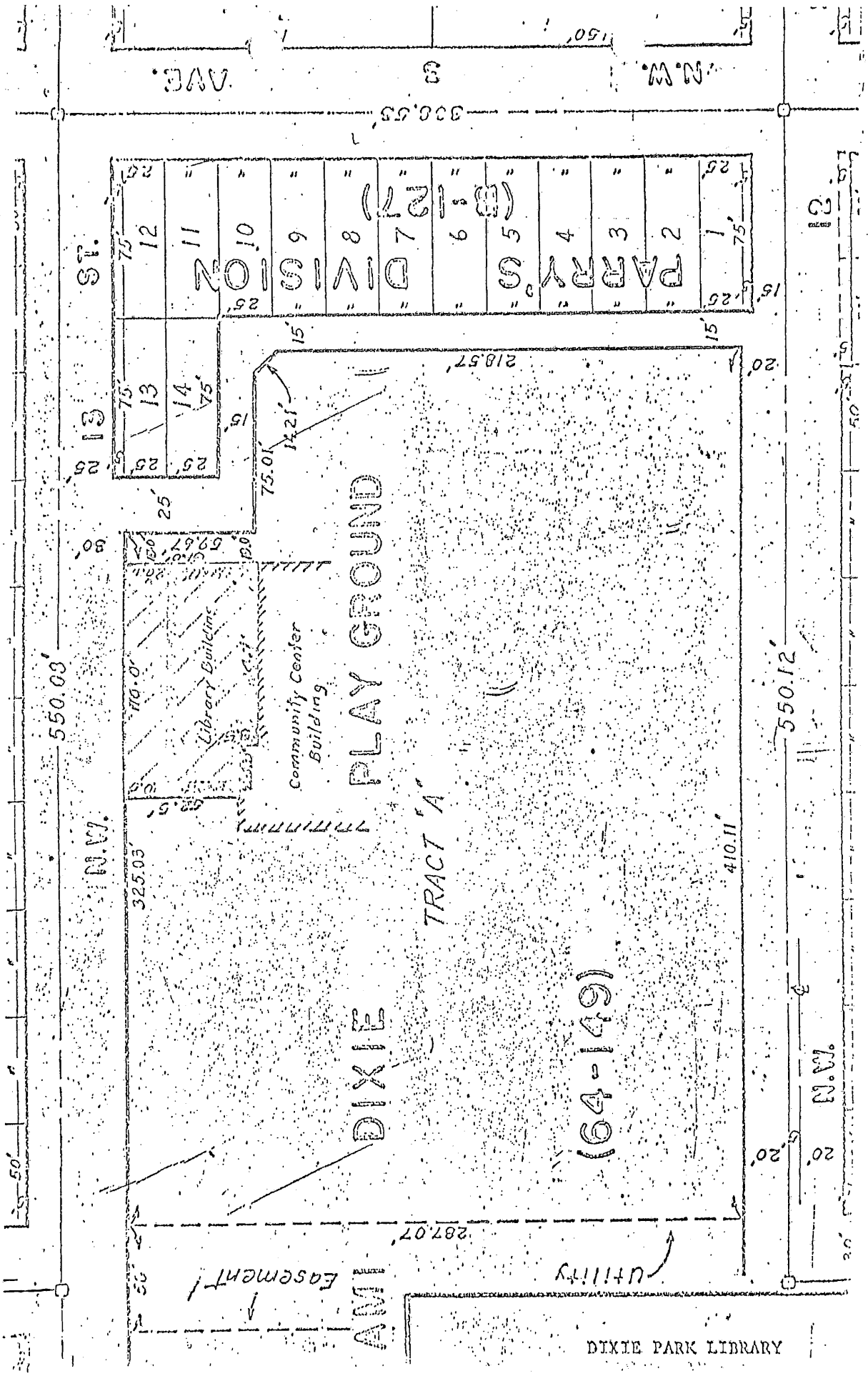
DIXIE PARK LIBRARY
350 N.W. 13TH STREET

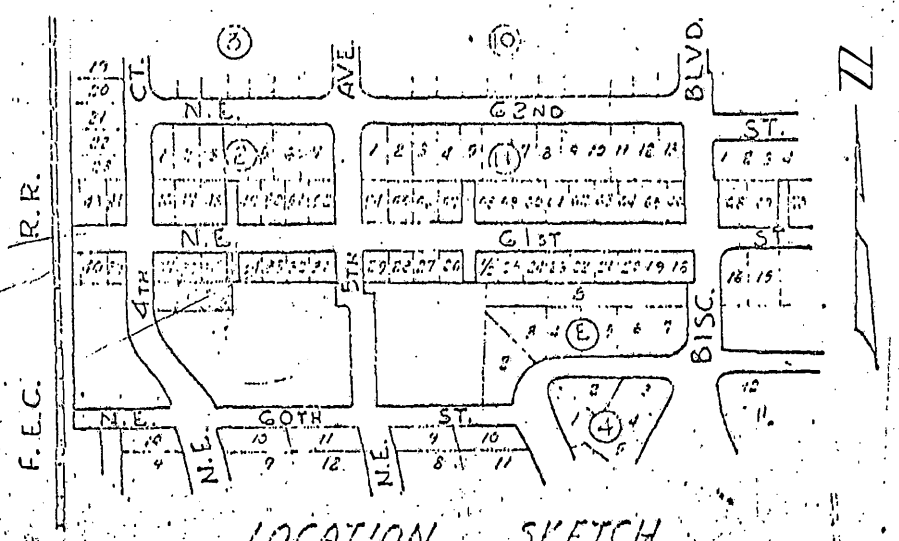


LOCATION SKETCH
SCALE: 1" = 600'

DESCRIPTION

Commence at the northeast corner of Tract A MIAMI DIXIE PLAYGROUND, as recorded in Plat Book 64, at Page 149, of the Public Records of Dade County, Florida; thence run west along the north boundary of said Tract A MIAMI DIXIE PLAYGROUND, the same being the south right-of-way line of N.W. 13th Street, for a distance of 13.0 feet to the Point of Beginning; thence deflecting to the left 90° 00' run west for a distance of 84.7 feet to a point; thence deflecting to the right 90° 00' run north 8.5 feet to a point; thence deflecting to the left 90° 00' run west for a distance of 25.3 feet to a point; thence deflecting to the right 90° 00' run north 52.5 feet to a point; thence run east along the north boundary of said Tract A MIAMI DIXIE PLAYGROUND for a distance of 110.0 feet to the Point of


PARRY'S DIVISION
(B.-27)
PLAY GROUND
TRACT "A"
DIXIE PARK
(64-69)
Library Building
Community Center Building
DIXIE PARK LIBRARY
Easement
Utility
N.W. 13th St.
N.W.
550.03'
550.12'
410.11'
325.03'
287.07'
218.57'
75.01'
142.1'
330.55'
150'



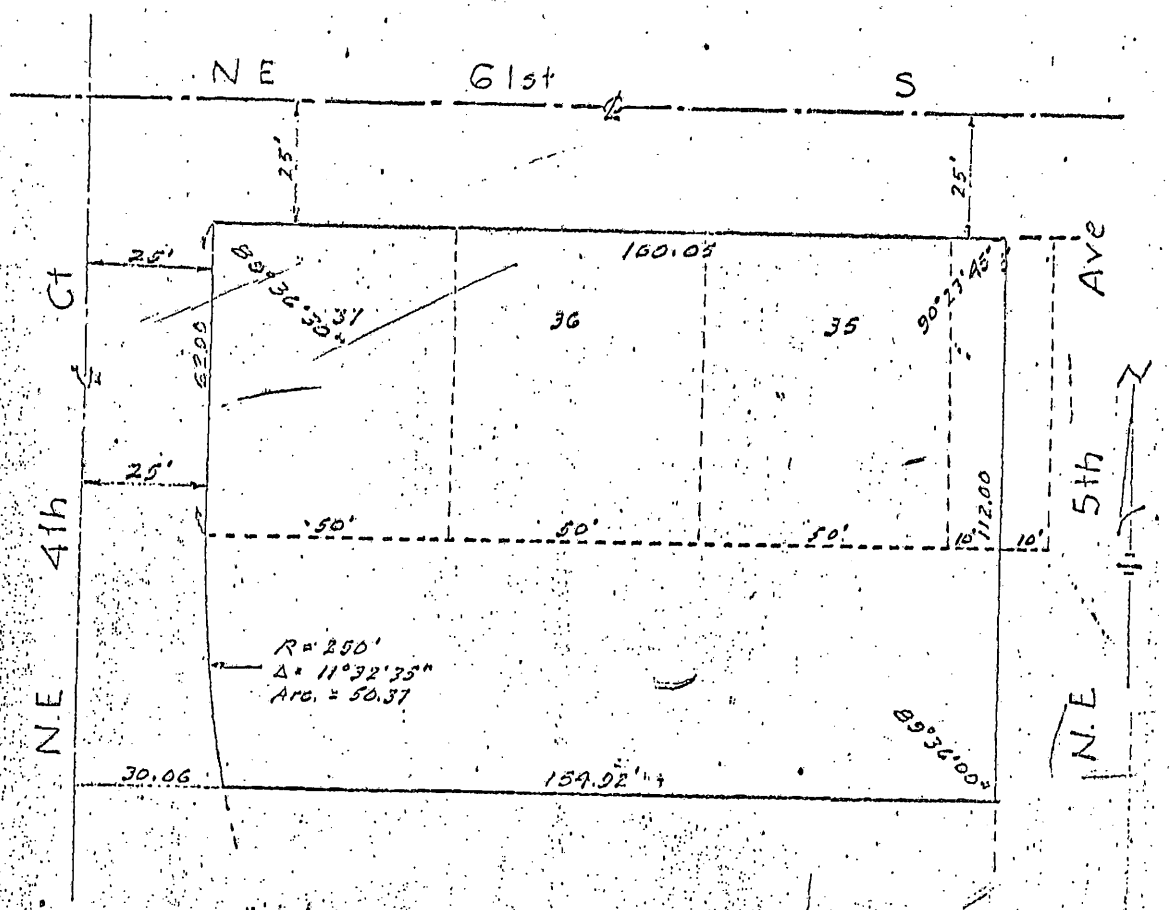
LOCATION SKETCH

Scale: 1" = 300'

LEGAL DESCRIPTION

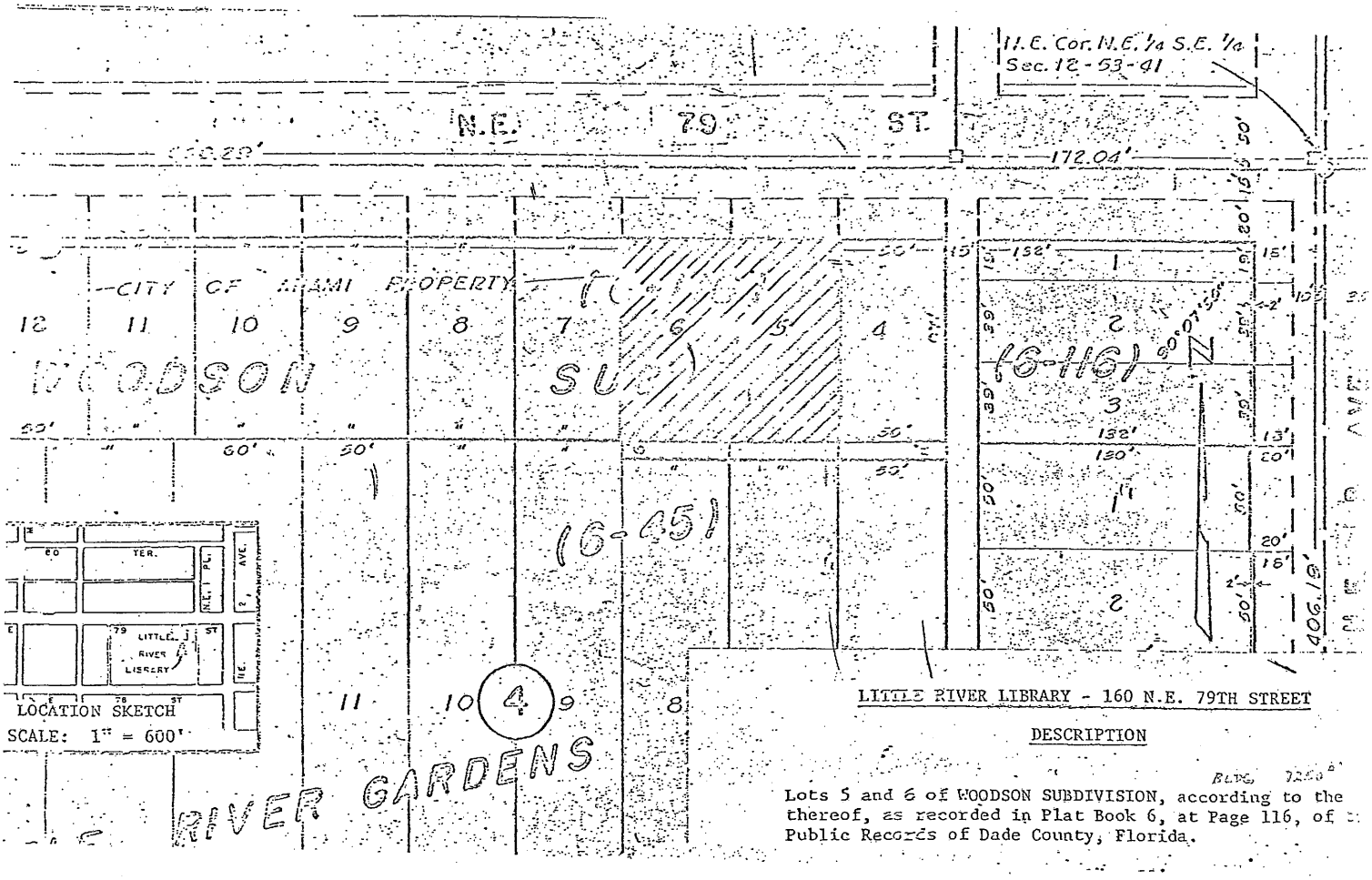
Lots 35, 36 and 37, less the north 4 feet thereof, WHITE'S SUBDIVISION OF LEMON CITY, according to the Plat thereof, recorded in Plat Book "B" at Page 32 of the Public Records of Dade County, Florida; together with a parcel of land lying south and east of the aforementioned lots and more particularly described as follows: Begin at the southeast corner of Lot 35; thence run west along the southerly line of said Lots 35, 36 and 37 for a distance of 150 feet, more or less, to a point on the easterly right-of-way line of N.E. 4th Court; thence run south and east along the easterly right-of-way line of N.E. 4th Court along a circular curve having a radius of 250 feet, a distance of 50.37 feet to a point; thence run east along a line which is 50 feet south of and parallel with the south line of the aforementioned Lots 35, 36 and 37 for a distance of 154.92 feet, more or less, to a point; thence run in a northerly direction along a line which is 10 feet easterly of and parallel with the easterly line of said Lot 35 and its southerly prolongation thereof for a distance of 116 feet, more or less, to the northerly line of said Lot 35 and its easterly prolongation thereof; thence run westerly along the easterly prolongation of the northerly line of said Lot 35 for a distance of 10 feet to the northeast corner of said Lot 35; thence run southwardly along the easterly line of said Lot 35 for a distance of 66 feet to the Point of Beginning.

LEMON CITY LIBRARY - 430 N.E. 61ST STREET



LEMON CITY LIBRARY - 430 N.E. 61ST STREET

SCALE: 1" = 30'



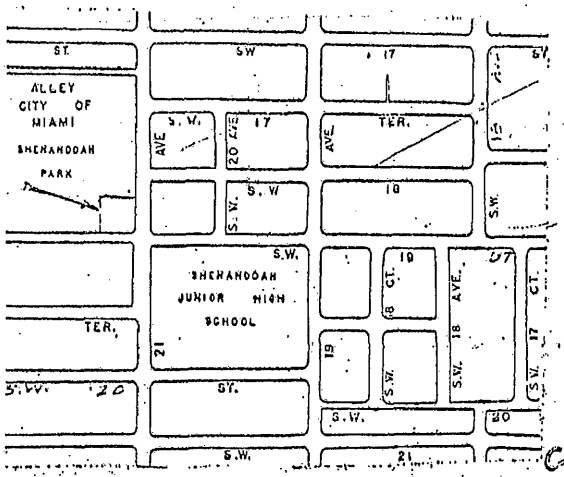
LITTLE RIVER LIBRARY - 160 N.E. 79TH STREET

DESCRIPTION

Lots 5 and 6 of WOODSON SUBDIVISION, according to the thereof, as recorded in Plat Book 6, at Page 116, of t Public Records of Dade County, Florida.

ne south 169.00 feet of the east 203.50 feet of Lot 7, Block 1, ARCELLUS DEARBORN'S SUB. of the S.E. ¼ of Section 10, Township 54 South, Range 41 East, as recorded in Plat Book "B", at Page 26, of the Public Records of Dade County, Florida.
ess the south 20.00 feet and the east 35.00 feet thereof.

Scale: 1" = 50'

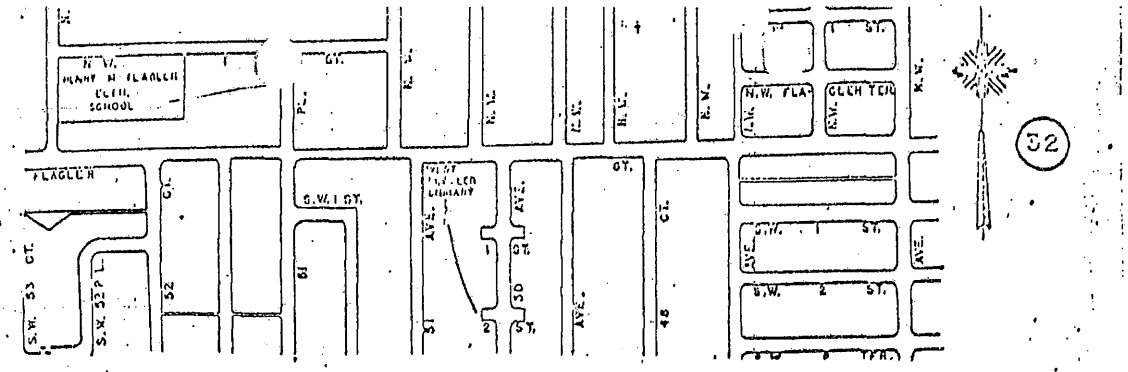


LOCATION SKETCH
SCALE: 1" = 600'

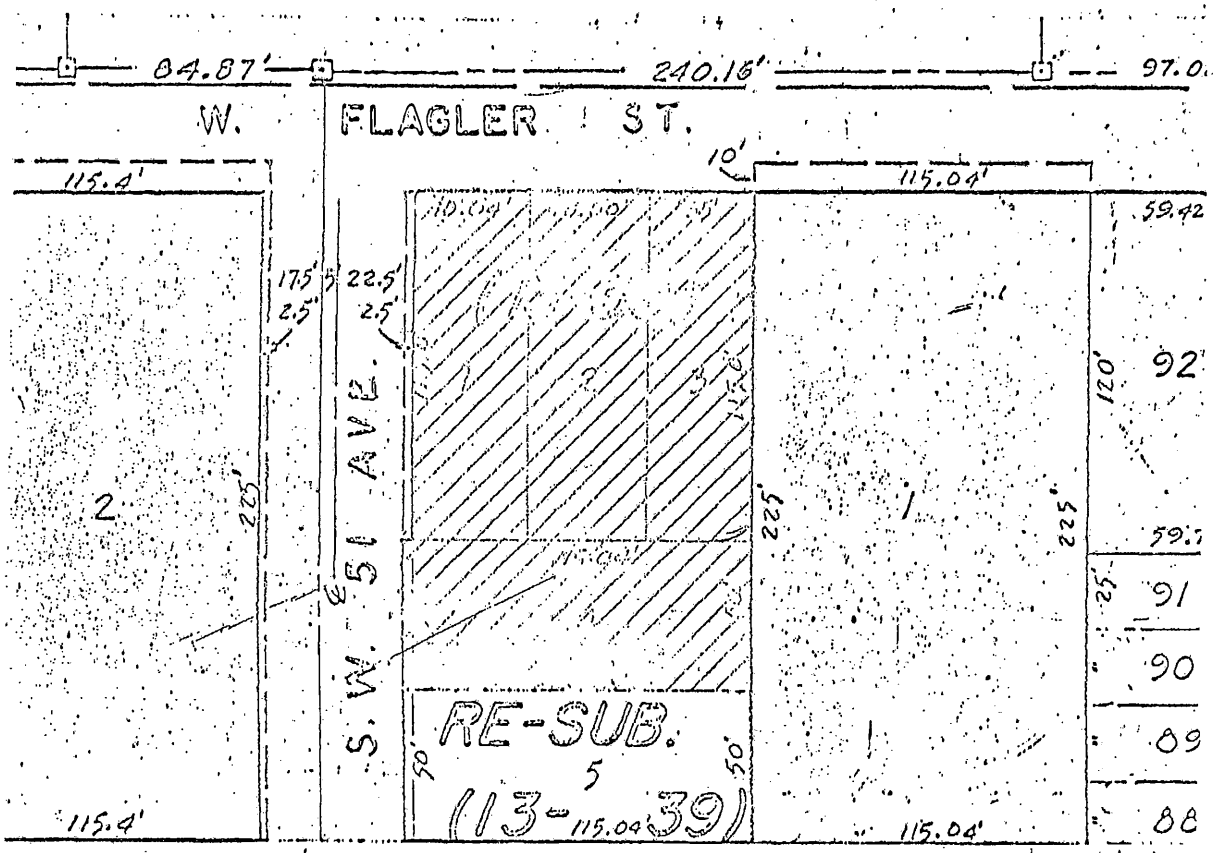
MARCELLUS DEARBORN'S SUB. (B-26)

LOT 7
BLOCK 1

139.
115.50'
281.01'
East Line Lot 7
21
115.50'
168.51'
35'
254.00'
S.W.
101.89'
101.89'
145.0'
145.0'
168.51'
20'
30'
35'
669.57'
South Line Lot 7
S.W.
19
S.W.
15
10
15
20
S.W.



LOCATION SKETCH
SCALE: 1" = 600'

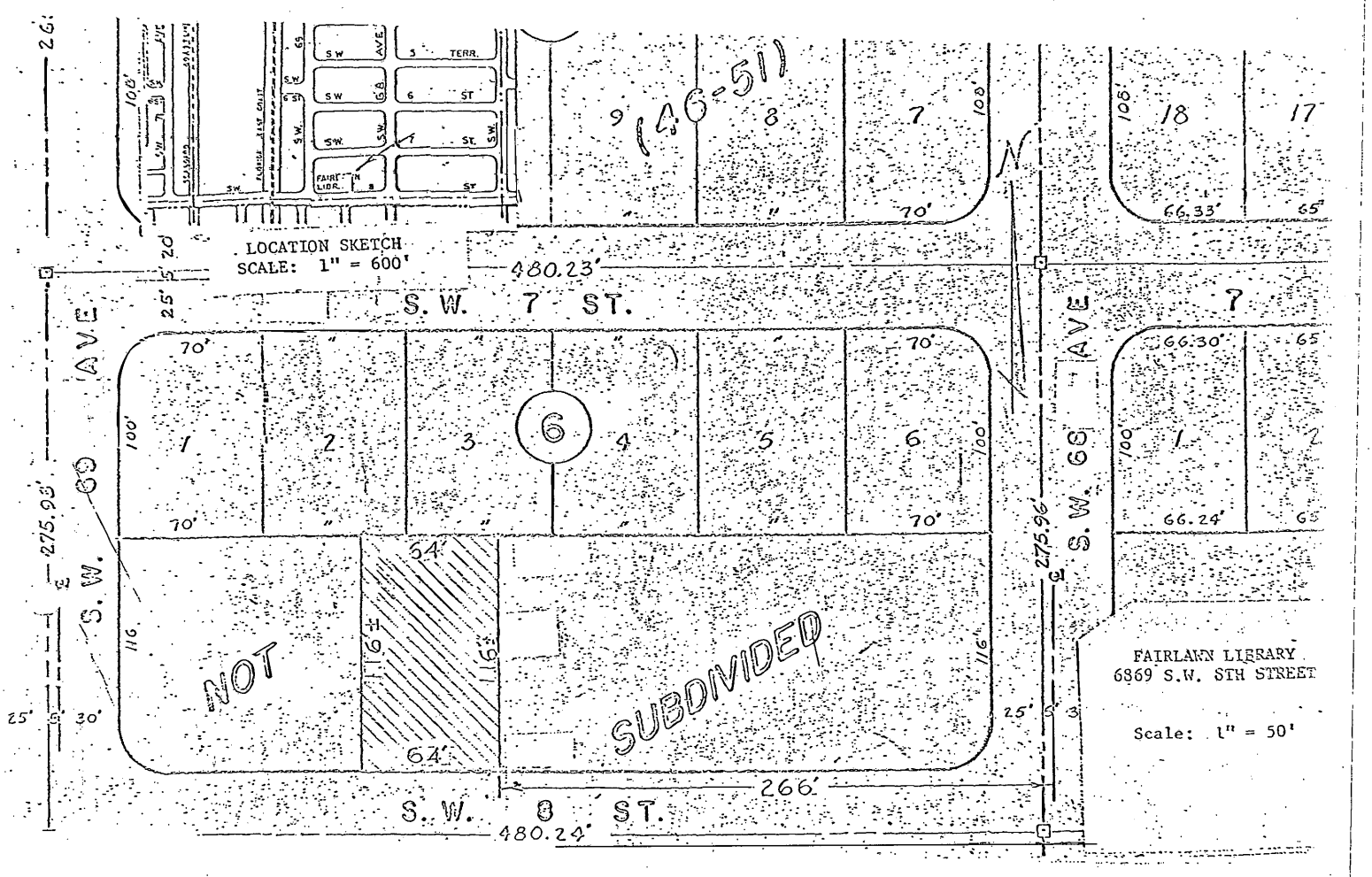


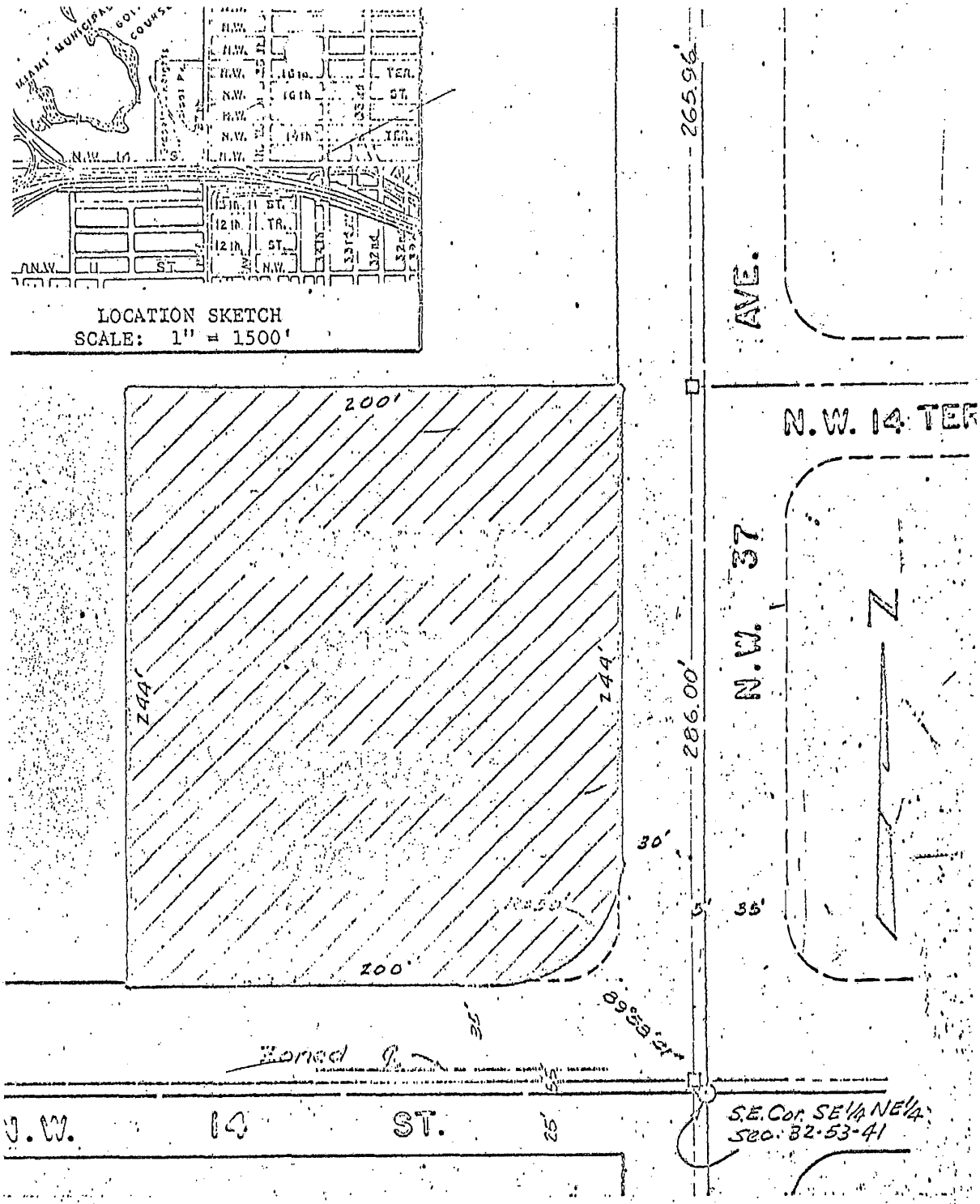
WEST FLAGLER LIBRARY - 5050 WEST FLAGLER STREET

DESCRIPTION

Lots 1, 2, 3 and 4, HOLMES RESUBDIVISION, according to the plat thereof, as recorded in Plat Book 13, at Page 39, of the Public Records of Dade County, Florida. Less the west 2.5 feet of said Lot 1.

Scale: 1" = 50'

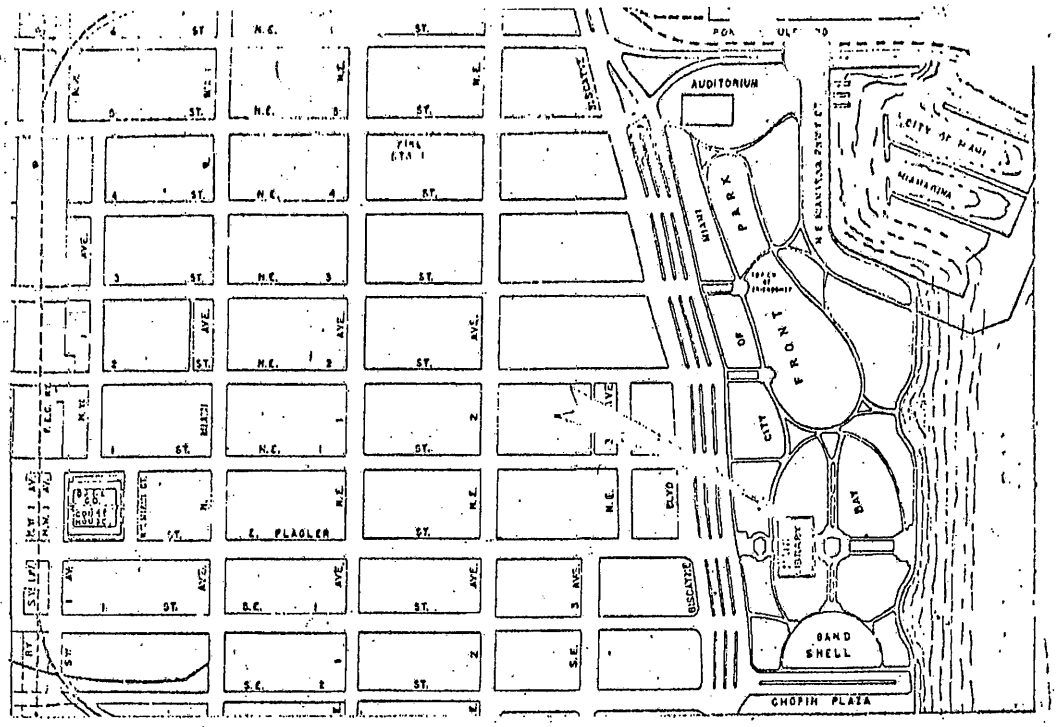

LOCATION SKETCH
SCALE: 1" = 600'
S. W. 7 ST.
480.23'
S. W. 8 ST.
480.24'
S. W. 68 AVE
S. W. 69 AVE
275.93'
275.96'
NOT SUBDIVIDED
266'
64'
54'
116'
100'
70'
66.33'
66.30'
66.24'
FAIRLAWN LIBRARY
6869 S.W. 5TH STREET
Scale: 1" = 50'



GRAPELAND HEIGHTS LIBRARY - 1400 N.W. 37TH AVENUE

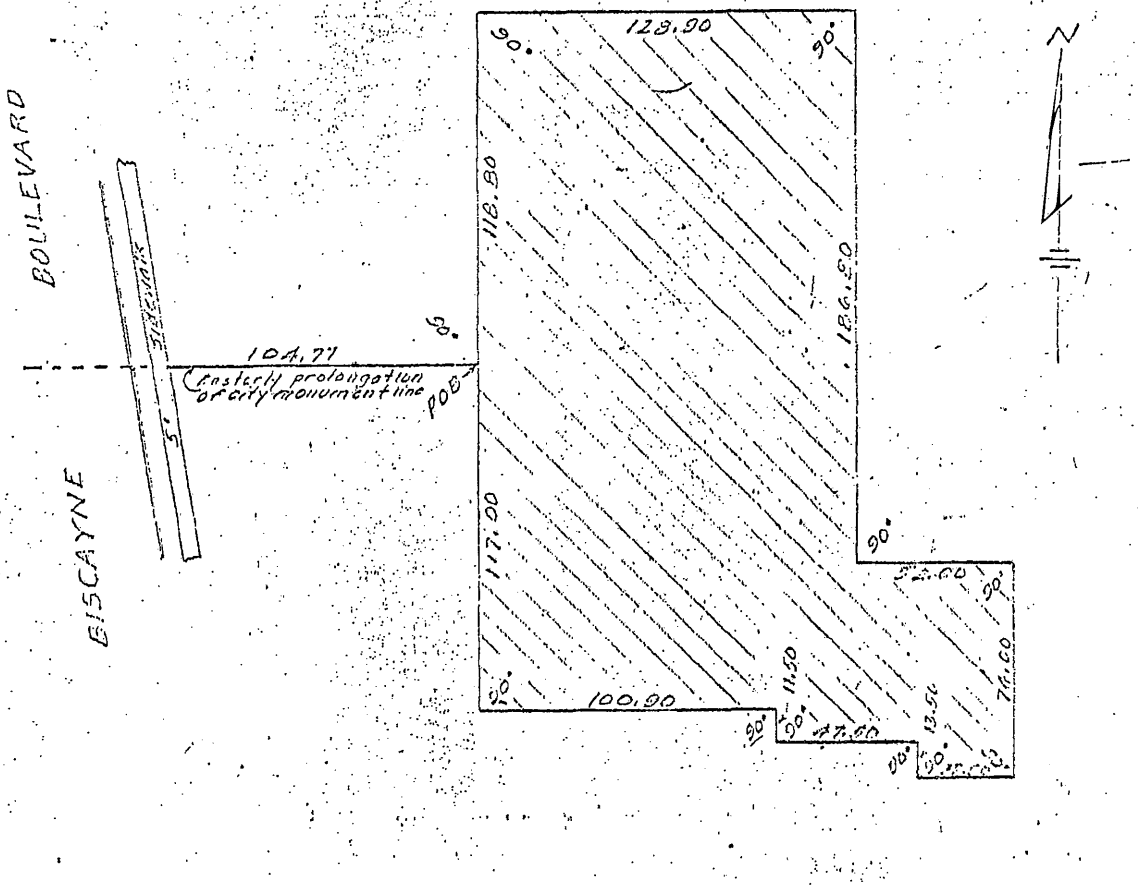
DESCRIPTION

East 235.00 feet of the south 289.00 feet of the S.E. ¼ of the N.E. ¼ of Section 32-53-41.
Less the east 35.00 feet and the south 45.00 feet.
Less all the external area of a 50.00 foot radius arc concave northwesterly and tangent to a line 35.00 feet westerly of, and parallel with, the easterly line of the S.E. ¼ of the N.E. ¼ of Section 32-53-41, and also tangent to a line 45.00 feet northerly of, and parallel with, the southerly line of the S.E. ¼ of the N.E. ¼ of Section 32-53-41.



LOCATION SKETCH

SCALE: 1" = 600'



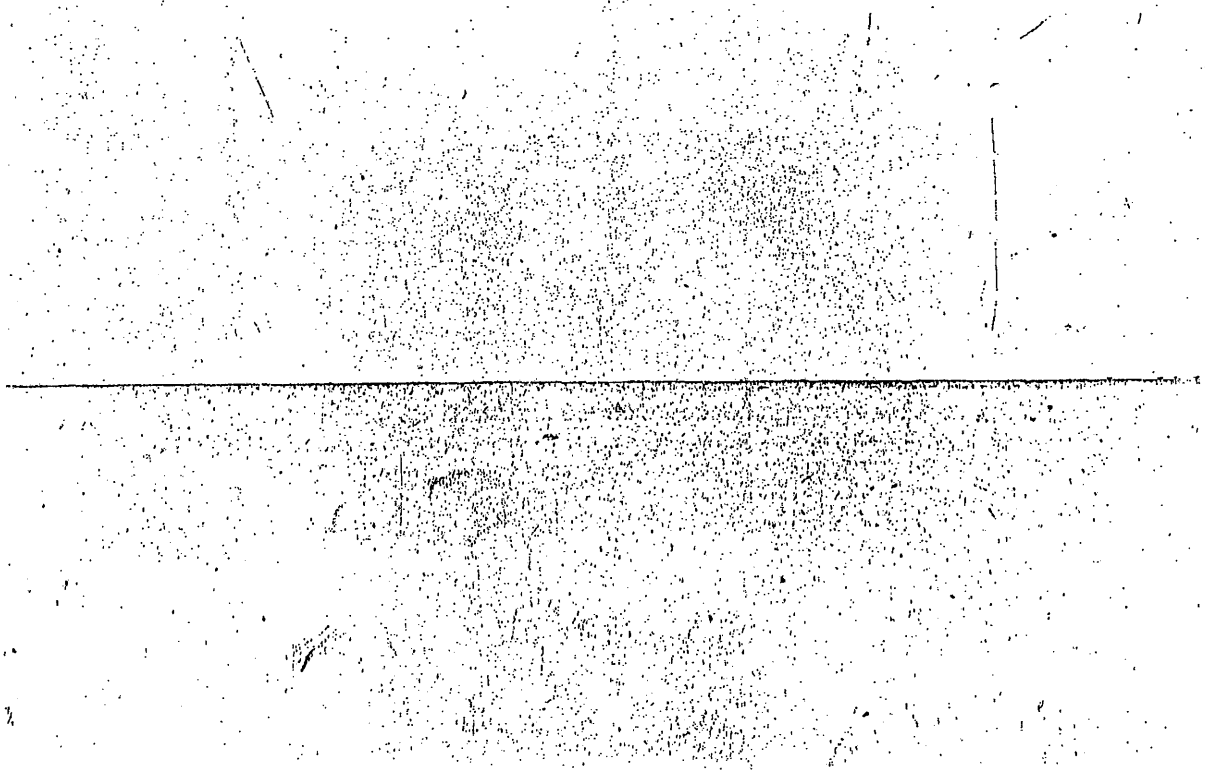
MAIN LIBRARY - 1 BISCAYNE BOULEVARD

SCALE: 1" = 50'

MAIN LIBRARY - 1 BISCAYNE BOULEVARD

DESCRIPTION

Commence at the southeasterly corner of Block 119 North of the plat of A. L. KNOWLTON'S MAP OF MIAMI, as recorded in Plat Book B, at Page 41, of the Public Records of Dade County, Florida; thence run southeastwardly along the southeasterly prolongation of the easterly line of said Block 119 North for a distance of 30.02 feet to an intersection with the established City of Miami Monument Line of East Flagler Street, said line being 30.00 feet southerly of, and parallel with, the southerly line of said Block 119 North; thence run eastwardly along the easterly prolongation of said monument line of East Flagler Street for a distance of 254.40 feet to a point of intersection with the back of sidewalk being on the easterly right of way line of Biscayne Boulevard; thence continue eastwardly along the easterly prolongation of said monument line of East Flagler Street for a distance of 104.77 feet to the Point of Beginning; thence deflecting 90° 00' 00" to the left run northwardly for a distance of 118.80 feet to a point; thence deflecting 90° 00' 00" to the right run eastwardly for a distance of 128.90 feet to a point; thence deflecting 90° 00' 00" to the right run southwardly for a distance of 186.80 feet to a point; thence deflecting 90° 00' 00" to the left run eastwardly for a distance of 52.00 feet to a point; thence deflecting 90° 00' 00" to the right run southwardly for a distance of 74.00 feet to a point; thence deflecting 90° 00' 00" to the right run westwardly for a distance of 32.50 feet to a point; thence deflecting 90° 00' 00" to the right run northwardly for a distance of 13.50 feet to a point; thence deflecting 90° 00' 00" to the left run westwardly for a distance of 47.50 feet to a point; thence deflecting 90° 00' 00" to the right run northwardly for a distance of 11.50 feet to a point; thence deflecting 90° 00' 00" to the left run westwardly for a distance of 100.90 feet to a point; thence deflecting 90° 00' 00" to the right run northwardly for a distance of 117.00 feet to the Point of Beginning.

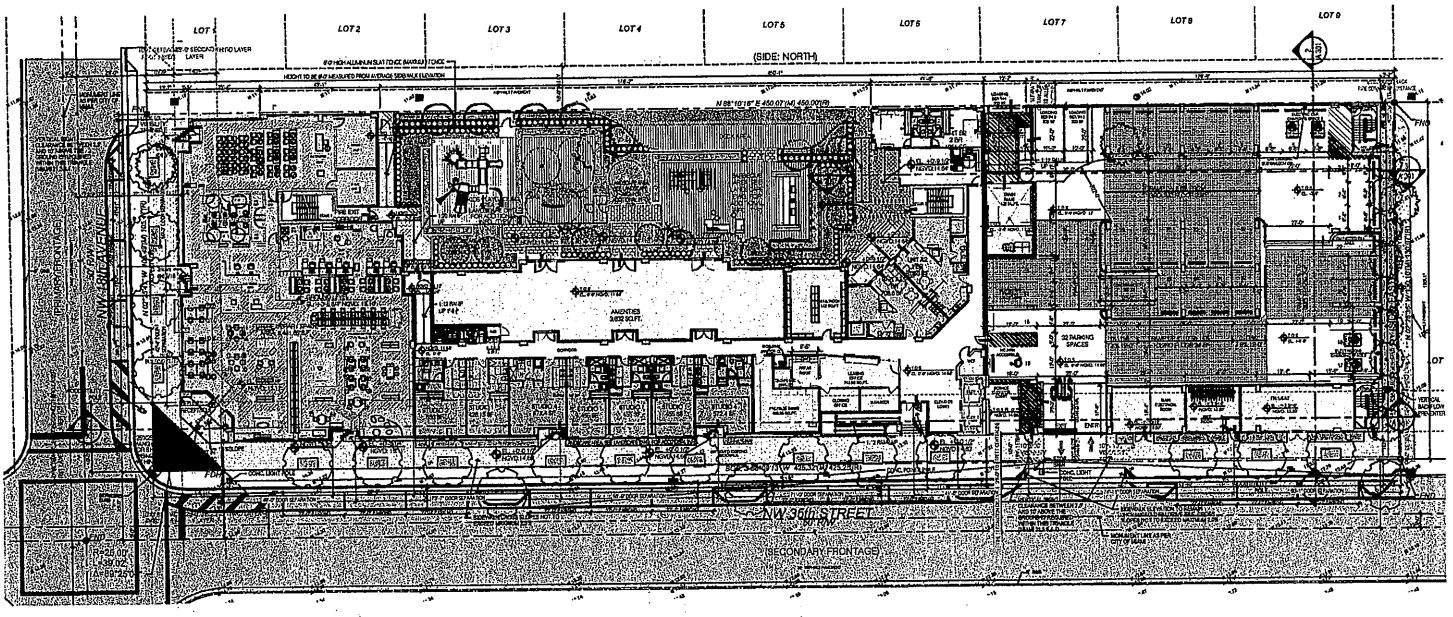


FAIRLAWN LIBRARY - 6869 S.W. 8TH STREET

DESCRIPTION

Commencing at the SE corner of the W ½ of the SE ¼ of the SE ¼, Section 2, Township 54 South, Range 40 East, run West along the South line of said Section 2 a distance of 266' to the point of beginning; thence continue West along the previously described course a distance of 64' to a point; thence run North along a line parallel to the East line of the W ½ of the SE ¼ of the SE ¼, Section 2, a distance of 151' more or less, to the South line of Block 6, ZENA GARDENS, according to the Plat thereof, as recorded in Plat Book 46, Page 51, of the Public Records of Dade County, Florida; thence run Easterly along the South line of said Block 6, ZENA GARDENS, a distance of 64' to a point; thence run South along a line parallel to the East line of the W ½ of the SE ¼ of the SE ¼, Section 2, a distance of 151' more or less, to the point of beginning, less the South 35' thereof, for right of way lying and being in Dade County, Florida.

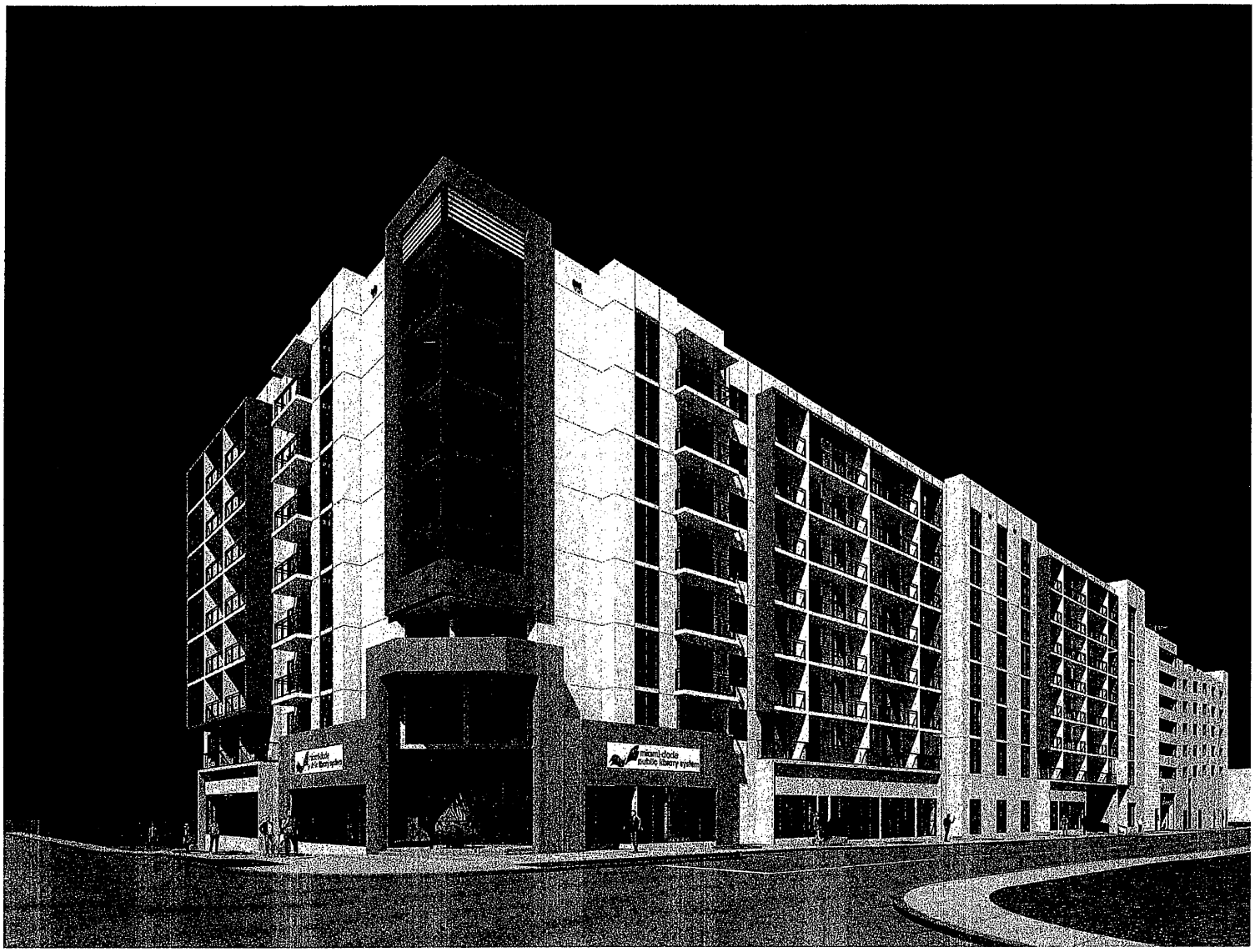
Exhibit D – Site Plan & Renderings

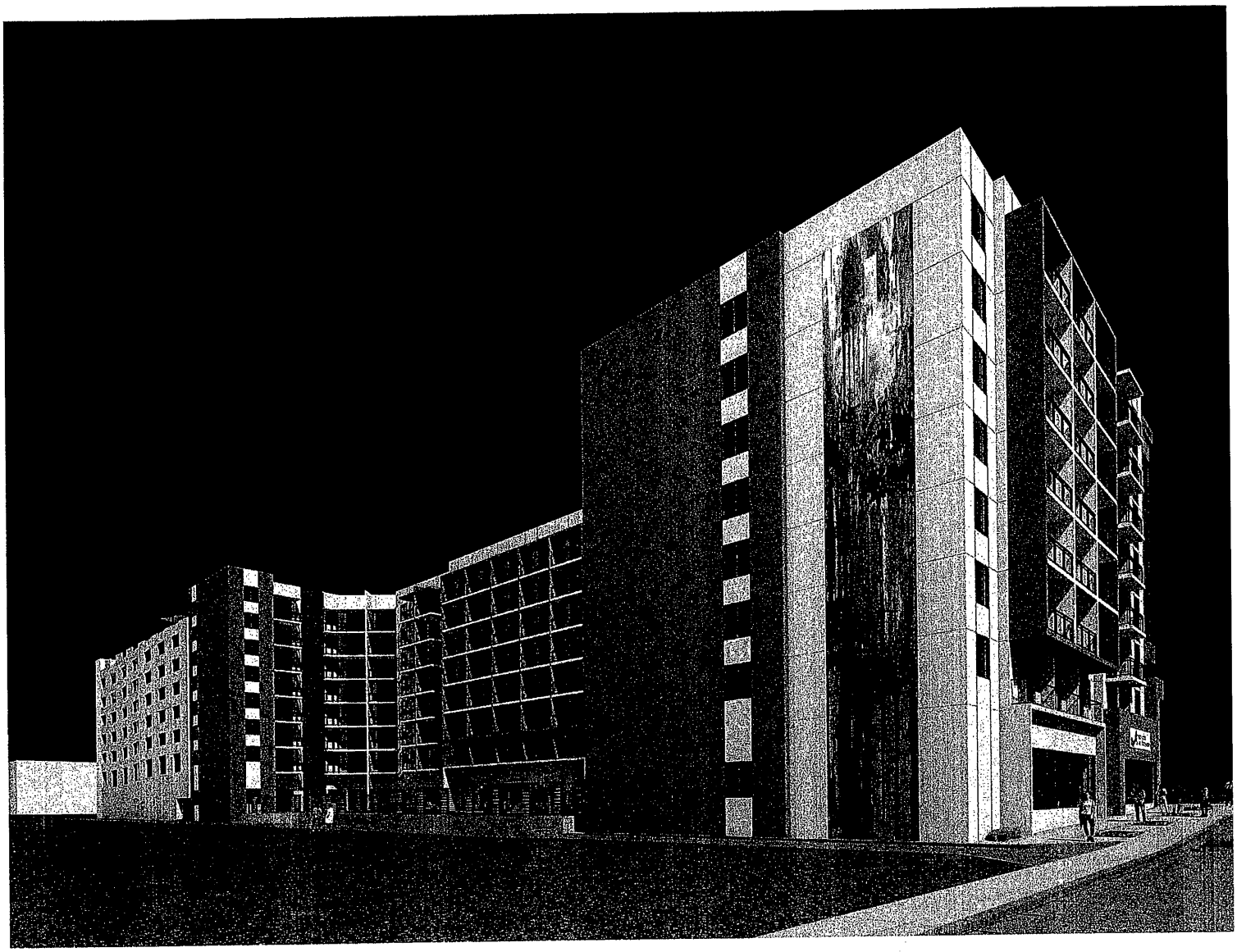


NOTE:

- HEAT ISLAND EFFECT (MIAMI 21 ARTICLE 3 SECTION 3.13.2.b.2 SOLAR REFLECTANCE) FOR PAVING MATERIALS, ALL HAVING USED USED TO COMPLY WITH THIS SECTION SHALL HAVE A MINIMUM SOLAR REFLECTANCE AS SPECIFIED IN SECTIONS 3.13.2.d WHEN (i) TESTED IN ACCORDANCE WITH ASTM E903 OR ASTM E1918, (ii) TESTED WITH A PORTABLE REFLECTOMETER AT NEAR AMBIENT CONDITIONS, OR (iii) DEFAULT VALUES OF SOLAR REFLECTANCE FOR LISTED MATERIAL MAY BE USED.
- NON - ROOF REQUIREMENT: PAVING MATERIAL WITH A SOLAR REFLECTANCE OF AT LEAST 0.30 PER 3.13.2.d.1.c
  OR
- NON - ROOF REQUIREMENT: PLACE A MINIMUM OF 50% OF PARKING SPACES UNDER COVER (DEFINED AS UNDER GROUND, UNDER DECK, UNDER ROOF, OR UNDER A BUILDING). ANY ROOF USED TO SHADE OR COVER PARKING MUST HAVE A SOLAR REFLECTANCE OF AT LEAST 0.30.

GROUND FLOOR / SITE PLAN
SCALE: 1/16"= 1'-0"





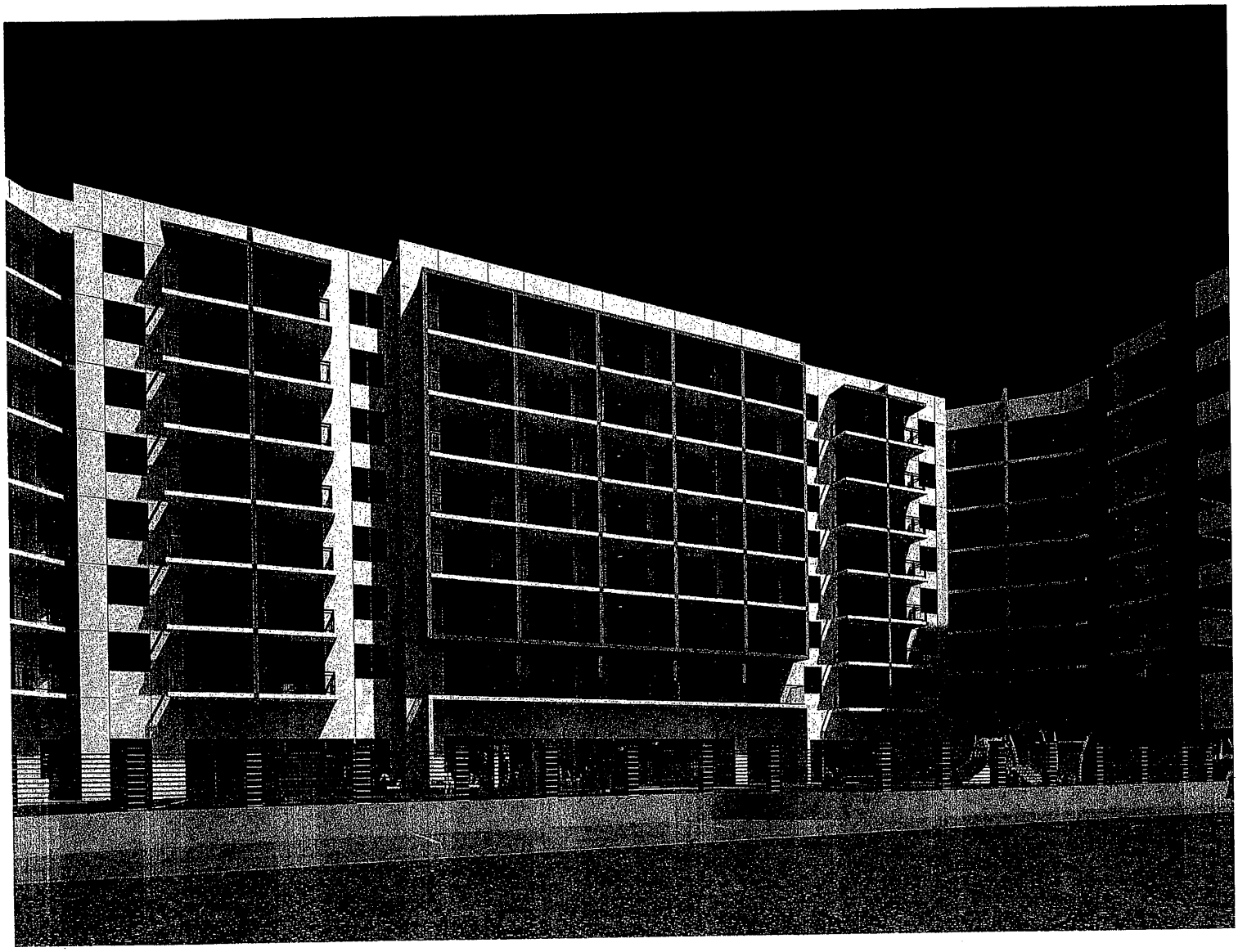


EXHIBIT E

Future Allapattah Branch Library

General Program Plan, Design Criteria, Information Technology Guidance and Equipment and Systems Requirements

Ray Baker, Director

Lisa Thompson, Capital Programs Director

Ralph Costa, Assistant Director

Julio Campa, Information Technology Department

Shiham Lorenzo, Construction Manager 3

Miami-Dade Public Library System

April 2025

Introduction

The Miami-Dade Public Library System (Library) provides this document and Exhibit's E1- E6, as the program plan and design criteria for information and guidance for a new approximately 8,500 square foot, ground level, replacement Allapattah Branch Library as part of the Dulce Vida Apartments complex.

Our design vision seeks to focus on current and future library users, including flexible use of spaces, a focus on comfort, functionality, aesthetics, and access to technology, all while allowing the library to continue to serve its role as a community space that accommodates a wide range of programs, events, activities, and public meetings for people and organizations across a broad demographic of ages, abilities, backgrounds, and interests. The Library's mission of promoting literacy and learning requires that locations are an accessible community destination that instill civic pride and showcase the Library's role as a leader in both library design and civic innovation.

In the design and planning of a new library location, the demographics and needs of the immediate surrounding community are considered, as are each location's role as part of a network of library locations throughout Miami-Dade County, all of which require a level of consistency in service levels, systems and amenities to ensure access for residents and that the spaces allow for a high level of collaboration with other County, municipal, and non-profit organizations to deliver excellent services and programming to our residents.

General Design Principles

Inspired planning, design and programming would include:

- A highly visible and accessible location.
- Welcoming spaces that are inviting, including natural light-filled open spaces that are functional and safe.
- Flexible design and layout that allows for a wide range of uses.
- Access to cutting-edge programming, services, and technology.
- High performance and energy-efficient design; LEED-certified or equivalent.
- Gathering spaces that are spacious, comfortable, aesthetically pleasing, and a destination for residents of all ages.
- Intuitive and inviting customer service points and wayfinding paths.
- Connections to adjacent spaces or uses that are complementary to the services and programs provided by the library.
- Common areas and signage that enhance and highlight available services, and convenient access and wayfinding to the library via public transportation, and

- free parking for library employees and free or reduced parking for library visitors.

Overview: Facility Planning Program

Our newly constructed and newly renovated library locations embrace outstanding architectural and interior design and become destinations where residents find a sense of belonging and community, with the newly renovated Coral Gables Branch Library, newly constructed Hialeah Gardens Branch Library, and soon to be constructed Doral and Key Biscayne branches serving as recent examples. While the design process and developable footprint will ultimately drive the most logical and preferred layout for any library location, the following types of functional space uses are included within the proposed space:

- Collection space/shelving (for display and browsing of library materials) that is sufficient to accommodate approximately 260 shelving units (Approximately 780 linear feet).
- Collection space/shelving is responsive to its location within the space, i.e., low shelving in areas to allow views across spaces and a layout that can accommodate adequate taller wall-mounted shelving to maximize collection size and maximize floor space for other activities, programs, and services.
- Co-working and/or study spaces that accommodate both individuals and groups.
- Adults and Teens browsing and seating area with gaming area.
- Separate, children's-themed reading, activities, and learning spaces.
- Public computer workstations and print/copy stations.
- Central customer service point(s) that allows lines of visibility throughout the public areas.
- Employee work areas with storage, staff lounge, and staff restroom.
- Back of house staff offices, delivery, and storage areas.
- Public and employee A.D.A. restrooms.
- Multipurpose room, public meeting space/auditorium with library-specified audio/visual equipment with broadcasting capabilities and storage for movable tables and chairs
- Special use spaces/adjacencies (outdoor reading area/courtyard, café, etc.), as available within the development.
- Non-assignable space (including mechanical space, IT/data room, separate janitorial closet, and multiple storage closets/cabinets, etc.)
- Digital informational screens in multiple locations throughout library and adjacent spaces as applicable.
- Standalone exterior book drop at drive up area or sidewalk located for after-hour drop offs.

The design should focus on creating a destination that encourages creativity, literacy, educational, entertainment, and recreational uses, while also using sustainable design practices and best library design practices:

- A public library will be a significant source of foot traffic and its success as a library location will rely heavily on being located on the ground floor level in a highly visible and high traffic area that facilitates easy access for the public with its own stand-alone entrances/exits.
- The aesthetic quality, materiality, volume, and form should add vitality, beauty, sophistication and a sense of identity to the space, paying respect to context and

surrounding environment. The library should be constructed of easy-to-maintain light and durable materials, introducing elements of transparency, light, nature, and excitement in the overall building concept.

- Acoustic treatments may be needed in some areas to mitigate noise transfer from group spaces to quieter spaces.
- Lighting design should harvest daylight and be zoned to allow each library area to achieve its function and be energy efficient.
- The library should include an open space concept with a dedicated semi-enclosed area for its younger users that has study pods and tables equipped with electrical outlets and data ports, for single and multiple users. A combination of quiet and collaborative zones to allow users options is important. The result should be a highly visible children's-themed area that is energetic and inviting, suitable for children of different ages and abilities and adults but also provides a safe space separate from other areas of the library.
- The floor plan should be fluid, with abundant natural light serving reading rooms / adjacent areas. Visitors should have easy visual connection to major spaces (Multi-purpose Room/Children's Area/Adult-Teens Room) from the entrance and central service point (circulation desk). The circulation/service desk should be the primary point of contact for library visitors to receive assistance, using state of the art technology for orientation, research, and checkout purposes.
- Ease of wayfinding should be a major design component; with vibrant paint wall colors, graphics, signage (interior and exterior), and floor patterns; visitors should be able to easily follow the wayfinding approach within a simple well-organized floor and furniture plan layout.
- The space should incorporate additional service points for library staff to serve the public and perform daily tasks, ensuring open lines of sight throughout the facility and within designated areas.
- Multipurpose rooms that are flexible so they can serve as auditoriums or community meeting rooms are critical to the success of library locations in serving our residents, partners, and stakeholders. They should be prominently located to activate the use of interior spaces and to accommodate foot traffic associated with public meetings, programs, and events. The multi-purpose room should also serve as a space that maximizes the available square footage by becoming a part of the public floor plan when not in use for other events. This can be accomplished with sliding doors that open up the room when not in use and adjacent storage spaces for tables and chairs and programming activities items.

The following is a list of programmatic needs and spaces that should be provided based on a proposed approximately 8,500 square foot floor plan for the new Allapattah Branch. This should be used in the planning, design, and layout of the facility. Grossing factors should be used to scale up to account for circulation and interstitial spaces.

Additionally, **Exhibit E1 (SITE PLAN & FLOOR PLAN LAYOUT)** to this document includes the agreed upon concept floor plan layout we recommend for this library based on the programmatic layout of the various spaces, as well as **Exhibit E2 (PROJECT SPECIFIC DESIGN CRITERIA)**, which is an initial design criteria/narrative document that outlines typical needs and considerations for our library facilities. To achieve a successful design,

It is critical that the capital team and information technology team is actively involved in all phases of the design process and be an active participant in the construction phase. **Exhibit E3 (CCTV and Wi-Fi Technology Guide)** provides specifications on the Library's CCTV system and Wi-Fi technology requirements and Exhibit E4 **(EQUIPMENT LIST)** contains a list of typical equipment that needs to be considered during the design process. Exhibit E5 **(LOW VOLTAGE SPECIFICATION)** provides detailed specifications for the low voltage library elements and was updated in 2023. Exhibit E6 **(CONSULTANT LIST)** details the consultants needed to participate in the design of a new library.

Library Program Plan: Allapattah Branch

Space	**Proposed s.f.**
Lobby Area/Service Desk	150
Main Reading Room and computer area	3,410
Public Restrooms	350
Children's Room and Young Adult Reading Room	1,780
Children's Room Storage	50
Multipurpose Community Meeting Room	1,500
Meeting Room Storage (connected to Meeting Room)	110
Corridors/Hallways	200
Storage	100
Staff Workroom	500
Branch Manager Office	100
Breakroom	100
Staff Restroom	25
Mechanical/Electrical Room (unknown if needed within tenant space)	tbd
Data Room	100
Janitor's Closet with storage	25
TOTAL:	**8,500**

Detailed Description of Spaces

The following is a more detailed description of program spaces, preferred sizes, likely Furniture, Finishes and Equipment (FF&E) components to be coordinated, and desired adjacencies where applicable. It is recommended that these spaces, sizes, and potential locations should be used as a guide in planning.

Lobby Area/Service Desk/ Main Reading Room (with Adults & Teens, and Technology Area











- Automatic (sensor) and wide exterior entry doors
- Centrally located service desk to accommodate work areas for approximately 2 employees with computer workstations and ancillary devices utilized to assist patrons and conduct customer service transactions, refer to library equipment list.
- Telephone connections (ethernet-connected phones)
- Data ports and electrical
- Ample counter space, including ADA-level counter, and storage
- Cash register
- Entrance areas, open walking/circulation paths
- Printer/copy stations (4’x5’)
- Tables and chairs, including lounge furniture for studying/reading
- Electrical and data-powered furniture and connections
- Flatscreens with gaming capabilities
- Public printing, scanning, copying, and computer kiosk(s)
- Wi-Fi throughout the building
- Private study rooms (pods), small conference rooms, and/or semi-private workstations for residents or others that need a quiet space or small meeting room
- Wall-mounted and floor-movable shelving (Approximately 260 linear feet are needed for collection)

Digital Wayfinding Signage / Library Information

- Exterior illuminated signage
- Wall-mounted monitors in all spaces with power, cable and data outlets

Auditoriums/Multipurpose Community Meeting Rooms





- A/V and Broadcasting Equipment (specs to be provided by Library)
- Wi-Fi access and phone access
- Drop-down projection screen and ceiling-mounted projector or LED walls
- Floor power outlets
- Multifunctional
- Movable podium
- Automated window coverings
- Dimmable and zoned lighting
- Wall space designed for artwork (provided by Library) with appropriate lighting
- Storage for stackable chairs, folding tables, and related equipment and supplies

Public Restrooms

- Modern, hygienic, clean and neat in design
- Include in each, as appropriate
    - "foyer-type" entrance to restrooms
    - water fountain with bottle filler
    - two (2) to three (3) toilets (one (1) ADA compliant)
    - one (1) urinal
    - two (2) wash basins (one (1) ADA compliant)
    - accessories such as hooks and baby changing stations
    - alternate option would be to have approximately three separate single-use restrooms in the same area

Children's Room




- fun and interactive area
- children's-themed seating and furniture, such as booths, tables or other collaborative furniture that provide comfortable seating for work areas and group activities such as tutoring, games, and other collaborative activities; also, should accommodate caregivers (parents, grandparents, etc.) that usually spend time with their children in these areas
- Often includes a themed "play-type" structure or "stage" in these areas for programs and events
- Dedicated children's Storytime area achieved with architecture, furniture nooks and/or highlighted through flooring.
- Seating areas, desks should have electrical connections and charging points
- Data and electrical connections also needed for public and staff computers in this area
- Storage closet Storage space for all types of supplies and materials should be incorporated into this area
- The Children's Room should also be partially enclosed from the other areas of the library for privacy and safety; the enclosure can take on many forms including children's themed shelving, partial walls, glass enclosures, etc., that help keep this as a "separate" space
- Shelving, whether mobile or wall-installed shelving, factors prominently in the use of floor and wall space in all areas of the library, including the children's area
- Typically use shelving furniture that does not exceed five feet in height.
- Standard library shelving comes in 3 ft wide runs. As an example, a five-foot high and six foot wide, single-sided library shelf would accommodate around 30 linear feet of books and library materials.









Staff and Building Support Areas

Uses include:

- Single-use staff restroom
- Staff work room with individual workstations, one private branch manager

office, and appurtenant data/electrical connections.
- Loading, delivery, and receiving area/material processing
- Janitorial closet and supply storage
- Data/IT closet
- Electrical Room and Mechanical room – AC Maintenance Room
- Sufficient storage for books, book carts, materials, and supplies
- Staff lounge area that includes cabinets, refrigerator, table/chairs, soft seating, sink, microwave

Information Technology – General Needs, Considerations, and Specifications

See Exhibit E3 and Exhibit E5 for technical guidelines provided by the Miami-Dade Information Technology Department (ITD). This document will be streamlined in the design process as IT and electrical needs and floorplans become available.

The Library's Information Technology Department will work collaboratively with partner developers, architects, and construction teams in the design of new libraries to ensure that the specific network, hardware, security systems, public and staff devices and peripherals, and wiring requirements allow each library to function appropriately and be managed as part of an interconnected system of library branches. The involvement of the Library and Information Technology team at the earliest stages of conceptual design is critical to a successful final product.

Equipment and Systems – General Needs, Considerations, and Specifications

The developer shall coordinate all the power and low voltage scope (including but not limited to; data, security systems, interior/exterior cameras, audio visual systems, fire alarm, building automation systems, window treatments, etc.) items of work with the MDPLS Project Manager and/or Library's ITD representative to facilitate the installation of wiring of all the equipment associated with the security, voice, audio visual and data systems.

- Humidity control within the library space is of critical importance and must be considered. The HVAC system for the library will be a Split DX System with VAV's. The goal is to have humidity levels between 50-55 relative humidity (rh) in the library spaces. The HVAC system will include sensors that will monitor, communicate, and self-adjust the humidity levels to be within 50-55 rh and communicate back. If the levels are out of range, the unit will adjust accordingly. Some VAV's will have heating components. The Library will have the opportunity to review and approve the HVAC specifications and submittals.
- Humidity will be controlled by the HVAC system, humidity sensors and the CO2 sensors for the ventilation controls:
    - CO2 sensors shall modulate the ventilation and additionally shall modulate the air handler and compressors.
    - Condenser is equipped with approx. 4 compressors and will stage in conjunction with the air handler and CO2 and humidity sensors.
    - HVAC system will be equipped with humidity and CO2 sensors to stabilize humidity to 50% via the compressors and controls.

- Mechanical equipment must have a 5-year parts and labor warranty. To cover all parts and controls. (CU's, AHU's, VAV's, controls, breakers, etc.)
- Mechanical controls must be integrated into the library's existing DELTA Web Server.
- Each BMS or controller must have a UPS.
- The HVAC controls system shall consist of (Integrated Energy Management system or Building Automation system)
- A complete, operable, tested intrusion detection system, bearing Underwriters Laboratories (UL) mercantile listing and including raceway system and cables. All programming shall be by the Contractor with assistance from Miami-Dade County Facilities Utilities Management (FUMD).
- Lighting System Efficiency and Characteristics - Design will maximize daylighting to minimize use of artificial lighting and help minimize energy use.
- The lighting controls and software must be integrated into the BMS system (local and cloud server).
- Audio Visual and Low Voltage requirements:
    - An all-in-one presentation system with a video and control capabilities to include a lectern, microphone, speakers, projector, and mechanical projection screen in each of the auditorium and presentation spaces. This system must be able to integrate/work with both Zoom and Microsoft teams, this will require a video conferencing cameras in the room for both audience and speaker or presenters. The projectors and screens/digital displays shall be laser and ceiling mounted and LED display walls.
    - Commissioning of Auditorium/conference/meeting rooms required to ensure all systems are functioning properly.
    - Public Address System
    - IT Closet and Equipment Rack

All building systems scope, including low voltage, shall be fully coordinated and integrated by the developer. Work and coordinate with the MDPLS Project Manager and/or Library's ITD representative to facilitate the installation and wiring of all the equipment associated with these systems.

Exhibits
E1 – Site Plan & Floor Plan Layout
E2 – Design Criteria/Narrative
E3 – CCTV and Wi-Fi Technology Guidance
E4 – Library equipment list
E5 – Low Voltage Specifications
E6 – Consultant List

EXHIBIT E1

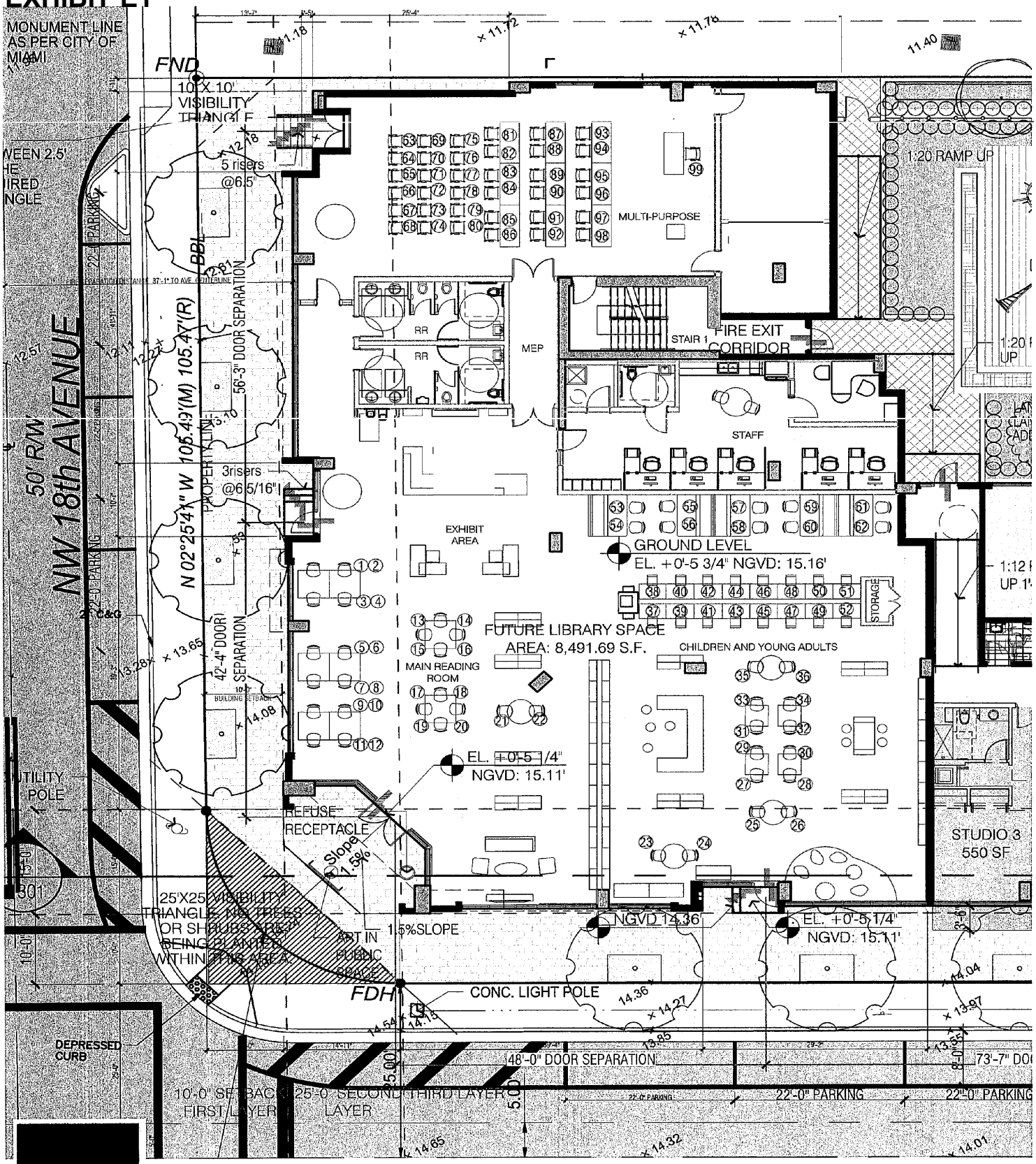

MONUMENT LINE AS PER CITY OF MIAMI
FND
10' X 10' VISIBILITY TRIANGLE
5 risers @6.5"
3risers @6 5/16"
50' RW
NW 18th AVENUE
N 02°25'41" W 105.49'(M) 105.47'(R)
PROPERTY LINE
56'-3" DOOR SEPARATION
42'-4" DOOR SEPARATION
10'-0" BUILDING SETBACK
MULTI-PURPOSE
RR
RR
MEP
STAIR 1
FIRE EXIT CORRIDOR
1:20 RAMP UP
STAFF
EXHIBIT AREA
GROUND LEVEL
EL. +0'-5 3/4" NGVD: 15.16'
STORAGE
FUTURE LIBRARY SPACE
AREA: 8,491.69 S.F.
CHILDREN AND YOUNG ADULTS
MAIN READING ROOM
EL. +0'-5 /4"
NGVD: 15.11'
REFUSE RECEPTACLE
Slope 1.5%
STUDIO 3
550 SF
UTILITY POLE
25'X25' VISIBILITY TRIANGLE NO TREES OR SHRUBS ARE TO BE BEING PLANTED WITHIN THIS AREA.
1.5%SLOPE
ART IN PUBLIC SPACE
NGVD 14.36'
EL. +0'-5 1/4"
NGVD: 15.11'
FDH
CONC. LIGHT POLE
DEPRESSED CURB
48'-0" DOOR SEPARATION
73'-7" DO
10'-0" SETBACK
FIRST LAYER
25'-0" SECOND THIRD LAYER
LAYER
22'-0" PARKING
22'-0" PARKING
22'-0" PARKING

Exhibit E2

DESIGN CRITERIA

Overview

New Construction

PROJECT SPECIFIC DESIGN CRITERIA – BUILDING

A. Exterior and interior materials shall be durable, permanent, vandal-resistant, easily-maintained, and within the limits set by functional and code requirements. The new building must comply with local codes, ordinances, LEED or equivalent certification requirements and Implementing Order(s) relating to sustainability; as described in Article 8.09N.

B. The design of the project shall address:

1) Resistance to unauthorized intrusion.
2) Accessibility according to program requirements, ADA and other applicable codes.
3) Ease of pedestrian and vehicular circulation within and around building also to any adjacent development or facility.

C. Slope exterior horizontal building surfaces to drain according to code requirements and as follows:

1) Provide a minimum slope of ¼" per foot at, but not limited to, parapet tops, window sills, tops of walls and flat roofs.
2) Provide not less than 1/4" per foot at, but not limited to:
    a) Exterior covered walkways, sidewalks, or other exterior walking surfaces.
    b) Parking lots and any other paved areas.
3) Ponding shall not be allowed.
4) Provide hard surface accessible level landing sidewalks in front of all exterior doors.
5) All exterior doors shall have overhang protection.

C. Exterior and interior walking surfaces shall have textured or other slip resistant finishes in compliance with the latest Florida Building Code Edition and ADA requirements.

D. Subfloor shall pass humidity test before receiving finish and all floor finish to be installed as per manufacturer's recommendations.

E. All Public Areas to be heavy commercial traffic flooring, low maintenance, meet the minimum dynamic coefficient of friction (DCOF) according to application type. Acoustical element(s) to be incorporated to reduce sound transfer.

1) Public and Staff Restrooms to receive high-end commercial floor, be low maintenance and meet the minimum dynamic coefficient of friction (DCOF) for wet areas. Terrazzo, Polished Concrete or Epoxy flooring is desired, or similar surface with no grout that meets the DCOF
3) Staff and Lounge Areas to be commercial flooring with low maintenance.
4) Every Exterior entrance to have a recessed commercial walk off mat that is aesthetically incorporated into the finished floor.

F. Interior wall treatment surfaces shall have at a minimum as follows:
   1) Painted surfaces: minimum one coat primer, two coats satin paint.
   2) Vertical surface in Public Areas to receive a specialty wall finish as focal point. Finish being higher end commercial product. Installation methods to follow manufacturer's recommendations.
   3) Vertical surface in Restroom and Lounge Area to be commercial wall tiles with an interesting/original design/pattern.
   4) Wall corners to be protected with commercial corner guards around heavily trafficked areas. Including all areas where book carts are used.
   5) Wall bases or base boards to be 6" high, recessed or surface installed, commercial grade and appropriate for bookshelves to go against them.
   6) All wall systems shall comply with Library acoustic level design requirements – similar to classroom levels. This will include insulation in walls and ceilings.

G. Interior Doors and Door Frames shall have at a minimum as follows:
   1) If painted: spray painted with one coat primer, two coats semi-gloss paint. Wood doors shall be stained, see project manuals for specifications; Children's Areas shall have finger guard mounted hinges.
   2) Metal kick- and push-plates to be included in Staff Area, Receiving, Lounge and Restrooms.
   3) Glass doors for Media and Conference Rooms. Other doors to be solid wood or insulated metal doors.
   4) Hardware must be reviewed and approved by MDPLS.

H. Interior ceiling shall have at a minimum as follows:
   1) Commercial finished ceiling. Design scheme to provide a pleasing visual aesthetic interior environment.
   2) Noise Reduction Coefficient (NRC): ASTM C423; Classified with UL label on product carton, 0.90.
   3) Light Reflectance (LR): ASTM E1477; White Panel: Light Reflectance 0.85. Flame Spread: ASTM E1264; Class A (UL).
   4) Acoustical ceilings shall have 5/8" slotted grid throughout.
   5) Allow for easy maintenance access.
   6) Decorative acoustical elements as part of ceilings in Public Areas.
   7) Ceiling devices, including but not limited to fixtures, speakers, cameras, lights and/or access points, shall be located in a coordinated way to provide a pleasing visual and functional aesthetic environment.
   8) Maximize floor to ceiling height in public spaces, target clear ceiling height of 12-14' is desired.

I. Exterior walls shall be constructed to meet the requirements of the Florida Building Code for High Velocity Hurricane Zone. Concrete masonry units, if used shall be of a minimum one wythe 8" thick. Stucco, if used, shall be minimum 3 coat work.

J. Finish Coating: All finish wall systems shall meet the latest Miami-Dade County requirements for Resisting Windborne Debris. Finish coating shall be of the most durable

materials providing a decorative and protective finish with long life benefits and resistant to chipping, scratching, fading, and wearing.

a. All cement plaster work (stucco) shall be 3 coats (scratch, brown and finish).
b. All color/materials selections shall be available for selection by the County from manufacturer's color/material palette.
c. All gypsum board throughout the project shall be minimum 5/8" thickness.

K. Structural Systems: Shall meet the requirements of the Florida Building Code for High Velocity Hurricane Zone.

L. Signage: Exterior signage shall be provided to the extent allowed by local jurisdiction, to be on multiple facades, and to be illuminated. Interior wayfinding signage and required signage shall be uniform in design and match the interior design aesthetic. Final locations to be approved by Developer.

PROJECT SPECIFIC DESIGN CRITERIA - PLUMBING

A. Provide complete plumbing system. Sanitary vent piping, waste piping and water supply piping to be sized as per 2023 FBC. All fixtures to be selected by County and provided by Contractor.
B. Wall Hydrants with vacuum breakers are to be located throughout the exterior of the facility at the rate of one near every corner of the building and one within 75 FT. maximum of every newly landscaped area. Wall hydrants shall be flush to exterior wall with no exposed piping.
C. A hose bib with vacuum breaker shall be provided at each mechanical room.
D. No exposed plumbing lines shall be permitted.
E. All plumbing lines under concrete walks and driveways shall be installed in PVC sleeves.
F. Provide and install an instant electric tankless water heater, supplying hot water to each area where domestic water is required (except in public restrooms) including but not limited to sinks and lavatories. The water heater shall be self-contained, energy efficient type.
G. Provide water/drinking fountains where indicated in the floor plan and as required by FBC latest edition, at a minimum 1 per floor. Water/drinking fountains to be electric water coolers, stainless steel, wall mounted, handicap accessible high-low sections as manufactured by Halsey-Taylor, Oasis, Elkay or approved equivalent (shall include a water bottle filling station).
H. Provide water efficient fixtures to reduce potable water usage.
I. Provide a mop sink in a Janitor room. Provide faucet with bucket hook, 30" hose and hose bracket. Also mop hanger. Mop sink to have stainless steel bumper guard on exposed side(s). Provide impervious back splash and side splash at mop sink.
J. All toilet flushing valves and lavatory faucets shall be automatic type. Toilet flushing valves shall be hard wired. Lavatory faucets shall be hard wired.
K. All above ground roof drainage and sanitary piping shall be PVC pipe.
L. Water supply piping shall be copper. No PVC piping is allowed for water service.
M. Domestic hot water piping will be insulated.
N. All plumbing fixtures and accessories to be approved by County.

PROJECT SPECIFIC DESIGN CRITERIA – FIRE PROTECTION

A. Provide design, permit and installation of a fire protection system in compliance with the 2023 FBC and 2019 NFPA 13: Information contained in the Design Criteria Package is provided for establishing minimum intent and scope of work and are subject to the interpretation of the authority having jurisdiction. The confirmation of any requirements to make the building conform to and in compliance with the FBC and authorities having jurisdiction, including applicable local, state, and federal codes and regulations rests solely with the Design- Builder and the authority having jurisdiction. The above notwithstanding, it is within the intent of the Design Criteria to allow for the Design-Builder to design the building structure for the least fire- resistive construction allowed under the FBC and NFPA for the proposed occupancy, occupant count, and building height described in the Design Criteria Package.
B. Provide shop drawings for approval before ordering materials.
C. All ceiling mounted sprinkler heads shall be concealed type.
D. Sprinkler heads shall be centered in the ceiling tile.
E. All valves shall be provided with tamper switch (post indicator valve, OS&Y, control valve).
F. All fire protection piping shall be painted in red color.
G. Provide one set of as built drawings (hard copy) after project completion. The as built drawings shall reflect the layout for the actual installation.
H. Electrical room and data room shall be provided with an inert gas fire suppression system in compliance with the FBC and NFPA.
I. Fire suppression systems that contains ozone-depleting substances (CFC's, HCFC's or halons) are not allowed.

PROJECT SPECIFIC DESIGN CRITERIA – MECHANICAL

A. HVAC System

1. All spaces shall be provided with an air conditioning system according to use and occupancy. Design Engineer to provide Heating/Cooling Load calculations and outside Air Calculations per American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) 62.2.
2. The air conditioning system for the building shall be a split dx system with central air handler and variable air volume boxes equipped with electric heaters where required. System shall additionally be equipped with a CO2 monitoring system for energy and humidity control. The system shall be controlled by a local Building Management System (BMS) which shall be also tied to the central BMS located at the Library Department headquarters facility. The cooling and ventilation system shall be in occupied mode operation during facility working hours and in unoccupied mode operations during non-working hours. The building systems will have the ability to respond to users demands for after-hours cooling and/or heating.
3. The building shall be appropriately zoned, and each zone shall be served by a dedicated Variable Air Volume Unit (VAV) and associated temperature sensor.
4. Temperature sensors shall be provided without temperature adjustment buttons or override buttons). The system shall be able to maintain a Relative Humidity of 50-55%.

5. The HVAC system shall incorporate a carbon dioxide measurement system which will allow a reduction in outside air ventilation (thus reducing the air conditioning load) when the occupant load does not warrant the full ventilation rate.
6. The Indoor air quality (IAQ) shall be maintained in accordance with the latest version of ASHRAE 62.1. Air handling units will have double wall construction to allow easier cleaning and moisture problems. High filtration MERV-13 rated air filters shall be provided in every Air Handling Unit (MERV- 8 pre filter shall be provided for use before occupancy). Bathrooms and Janitor's closet shall be designed to have dedicated exhaust fan that operates continuously during occupied hours. Outside air flow rate will be measured by an air flow measuring station installed in every outside air intake louver. All outside air intakes will have a sufficient distance from exhaust fans or plumbing vents to ensure there is no cross contamination and comply w/minimum distance required by ASHRAE 62.1. The building shall be designed to maintain a positive pressure w/respect to the outdoors. This will minimize the infiltration of unconditioned air and help maintain proper humidity conditions to avoid air quality issues.
7. A CO2 monitoring system will be provided to assure properly introduced fresh air to the building. The system will monitor the air CO2 concentration through multiple wall mounted CO2 sensors installed on each zone (at 5'-0" above finished floor). The outside air damper serving the Air Handling Unit for each zone will modulate to maintain the CO2 concentration set point of each sensor.
8. Condensate drains shall be routed to catch basins located on the outside of the building or storm drainage piping.
9. Appropriate energy calculations and heat load calculations shall be prepared and submitted for approval by the Building Department.
10. The HVAC system shall be tied to a Building Management System (BMS). All motors shall have 97% efficiency rating. Designed to provide highly comfortable ambient conditions with maximum energy efficiency. Summer indoor criteria to be 72 degrees F (D.B.) at 55% relative humidity. Winter indoor criteria to be 70 degrees F (D.B.). All areas shall be conditioned unless noted otherwise herein.
11. Air distribution duct system shall be fiberglass duct board (where allowed) and galvanized steel construction designed (where required), constructed and installed in accordance with the latest edition of SMACNA HVAC Metal Duct Standards. Ductwork shall be insulated in accordance with the Florida Energy Code compliance. Make provisions for sound attenuation with double wall insulated ductwork for the first 25 feet of supply air duct and return air duct coming out of the air conditioning unit(s).
12. Air conditioning units shall have zero use of chlorofluorocarbon (CFC)-based refrigerants and with an ozone depletion coefficient equal to 0.
13. Toilet rooms shall have air conditioning and exhaust system to meet code requirements.
14. All exhaust fans shall be centrifugal roof mounted and shall be controlled by the Building Management System through a schedule.
15. Provide Test and Balancing of air conditioning system, fans and hydronics. Provide copy of the interim and the completed test and balance report with Closing Documents.
16. Ultraviolet lights in coil for sanitation. (AHU's)
17. Provide Air Curtains at Main Entrance to mitigate negative air pressure entering

the building and avoid excess humidity inside the building.

B. Building Management System:

1. Building management system shall be composed of HVAC control and lighting control.
2. The control system shall consist of a high-speed, peer-to-peer network of DDC controllers and operator workstation(s) (workstation provided by owner) residing and communicating on a native BACnet internet protocol (IP) network. Each control device and lighting system shall be depicted by point- and-click graphics.
3. The operator workstation(s) (provided by owner) shall be a personal computer (pc) with a color monitor, mouse, keyboard, and printer. The pc will allow a user to interface with the system via the existing web enable software residing in the Miami Dade public library system network server located at the main library in downtown Miami. All control points shall comply with the BACnet standard and shall allow the owner to read and write the information via the web server. The system shall support remote access, set point adjustment, schedule changes, calendar changes, point overrides and graphic screens over the owner's wide area network (wan) and the internet. The information on the control system must not be proprietary.
4. The controls contractor shall furnish and install a digital display touch screen to be located at the main mechanical room. The digital display shall allow the owner to interface with the system as described in point b above.
5. Any staff computer located within the wan will allow to interface with the BMS using any standard internet browser software such as Microsoft explorer, Netscape, etc. via multi-tasking dynamic color graphics. Each mechanical system, building floor plan, and control device will be depicted by point-and- click graphics.
6. Lighting control:

a. The lighting controllers shall have independent time of day schedules and annual holiday schedules which run independent of the rest of the network. If the controller loses communication with the network, it shall continue to execute its on/off schedule and lighting interlocks.
b. Each lighting controller shall have sufficient capacity to switch the scheduled circuits and provide 50% capacity for future expansion. No additional control hardware other than lighting relays shall be necessary to add the 50% capacity in the future.
c. Provide low voltage lighting control switches. Each override switch shall be a separately recognized binary input to the controller. The controller shall be fully programmable to allow any override switch to be associated with any output zone or multiple zones.
d. All of the lighting controllers shall communicate with each other as peers. They will not be dependent upon passing data to a PC or another "master panel." inputs to one lighting controller will be passed to any other controller on the network for interlocking or auxiliary control functions. All form of communications shall be done via high speed ethernet.
e. Standard lighting control relays shall be used for reliability, ease of serviceability and availability of replacement parts. Use of proprietary printed circuit board style relays is not acceptable. Feedback from the lighting control relays will indicate the current status of the lighting control relay. If the relay does not respond to the

commanded condition from the controller, an alarm event shall be generated and broadcast to the network.

f. A programmable sweep-off function shall be provided which will shut off the lighting outputs as scheduled. A time delay shall be provided between each off command. Multiple controllers at the same location shall be cascaded together with a local interlock.

g. A flash before going off feature shall be available at each controller to flash the lights on/off an adjustable amount of time before the unoccupied period begins.

h. Each controller shall have a hardwire, relay on/off sequencer. This sequencer can be relayed to multiple boards by simply wiring the "sequencer out" of one board to the "sequencer in" of the next boar.

7. A modem shall not be provided for remote access to the network. All remote access to the network shall be over the existing WAN using a dedicated IP address. Systems using gateways to route proprietary devices and objects to BACnet are not acceptable.
8. For local area network installations provide access to the control system via the internet. The owner shall provide a connection to the internet via high- speed cable modem, DSL, ISDN, t1, Metronet or through the facility's ISP. The owner shall pay for all monthly internet access fees and connection charges.
9. The control system shall be supplied with a complete web enabled package. The system shall support remote access, setpoint adjustment, schedule changes, calendar changes, point overrides and graphic screens over the owner's WAN and the internet. The contractor must provide the owner with an original cd, license and training.
10. The controls contractor shall provide to the owner all necessary software, training and manuals to properly operate & modify the EMS system.
11. The controls contractor shall provide to the owner an original cd, license and training.
12. Approved control system manufacturers: The following are the approved BACnet control system manufacturers: "delta controls".
13. No BACnet gateway is allowed.
14. Quality assurance: The installer shall have an established working relationship with the control system manufacturer and have successfully completed similar control systems installations. The installer shall have successfully completed control system manufacturer's classes on the control system.
15. The controls contractor shall have a minimum of 5 years of experience with the proposed manufacturer and be ready to prove these qualifications upon the owner's request.
16. The installer shall present for review the certification of completed training, including the hours of instruction and course outlines upon request.
17. All products used in this installation shall be new, currently under manufacture, and shall be applied in standard off the shelf products. This installation shall not be used as a test site for any new products unless explicitly approved by the owner in writing. Spare parts shall be available for at least 5 years after completion of the installer shall present for review the certification of completed training, including the hours of instruction and course outlines upon request this contract.
18. The contractor shall furnish all tools necessary to interface to the control system for test and balance purposes. This shall include a portable operating terminal.
19. The contractor shall provide training in the use of these tools. This training will be planned for a minimum of 8 hours.
20. The tools used during the test and balance process will be returned at the completion of

the testing and balancing

21. Duct smoke detectors required for unit shutdown are supplied and installed under division 16. The division 16 contractor shall interlock smoke detectors to unit starters for shutdown.
22. The BMS system shall be provided with 5 years warranty parts and labor.
23. Prior to MDPLS acceptance, the control system shall undergo a series of performance tests to verify operation and compliance with this specification. These tests shall occur after the contractor has completed the installation, started up the system, and performed its own tests to demonstrate complete operation of operator interface
24. Any tests that fail to demonstrate the operation of the system shall be repeated at a later date. The contractor shall be responsible for any necessary repairs or revisions to the hardware or software to successfully complete all tests.
25. All tests described in this specification shall have been performed to the satisfaction of both the engineer and owner prior to the acceptance of the control system as meeting the requirements of completion. Any tests that cannot be performed due to circumstances beyond the control of the contractor may be exempt from the completion requirements if stated as such in writing by the engineer. Such tests shall then be performed as part of the warranty.
26. The system shall not be accepted until all forms and checklists completed as part of the demonstration are submitted and approved.

C. Other requirements
   1. A library department representative must be present during any testing to be conducted during construction (Test and Balance, duct pressure test, etc.). The contractor should not perform these tests without the above mentioned representative present.

PROJECT SPECIFIC DESIGN CRITERIA – ELECTRICAL

Electrical Design shall comply with latest codes. NEC 2020, 2023 FBC Latest Edition, ASHRAE 90.1 and IECC 2015. The demand for electrical energy in libraries will continue to increase over the useful life of the building. Electrical systems must provide for future flexibility.

Per County Ordinance, this facility will be required to attain a LEED ‘Silver’ Certification. CONTRACTOR shall select electrical equipment based on this purpose.

A. Power
   1) Distribution:
      a. Secondary power shall be brought in underground to the facility main Electrical Room at 120V/208V, 3-phase, 4 Wires. Distribution will be from an FPL designated transformer. CONTRACTOR must include providing conduit and wiring to transformer, plus all conduit required by Florida Power & Light (FPL) to run to transformer location. Any cost associated with FPL fees must be covered by the County budget for the Library’s portion of work.
      b. The CONTRACTOR shall provide a separate service entrance rated manual transfer switch connection on the exterior of the building for a backup/portable generator for the facility. The transfer switch shall be capable of handling a generator sized to handle the entire building

electrical system.
c. Provide tiered TVSS system, at service entrance main breakers and at distribution panels.

B. Outlets Requirements:

1) Dedicated power and data outlets shall be provided for Copy Machines, Printers, Fax Machines, Data Servers, audio-visual equipment, communication equipment and any other equipment required by manufacturer or based on the power consumption.
2) A maximum of four computers shall be connected to the same power circuit.
3) Convenient receptacles shall be provided for vacuums, scrubbers, polishers, clocks and any other additional equipment requested by MDPLS.
4) Convenient receptacles and data outlets shall be provided at the reading and working area walls.
5) Power/data Outlets shall be provided flush floor mounted creating a grid of 10’ x 10’ in all Patrons’ areas, they shall be at the same distance away from walls and pillars. Floor monuments are not acceptable. Wiremold RFB4-CI-NA or approved equal is acceptable.
6) At coffee/sink counters provide one each GFCI receptacle above the counter on a dedicated circuit. In addition, provide one receptacle for under-the- counter refrigerator and one dedicated circuit receptacle for a microwave.
7) Refer to telecommunications system section for additional power service requirements; in addition provide at computer rooms two receptacles on dedicated circuits.
8) Provide one duplex receptacle at all storage rooms.
9) Provide duplex receptacle at all corridors conveniently space every 40 feet for vacuum cleaners or any other equipment.
10) Provide one each GFCI duplex receptacle at Maintenance and/or Storage Rooms.
11) Provide power/data service near the middle of the meeting rooms and/or auditoriums at ceiling level for one overhead ceiling mounted LCD projector. Include new projector mount and extension kit Peerless CMJ455 with projector mount PRG_UNV, hanger brackets ACC455 and extension column ALU018024. Projector by Owner.
12) Under-floor conduits are required in public reading areas, circulation desk, and workrooms. Library staff must review the exact type of system used and locations. Prior to pouring floors, or enclosing conduit in walls, the architect and/or engineer, contractor, representatives from County's MDPLS and ITD departments, and library staff should "walk" the site to make sure that outlets are properly placed.
13) All outlets should provide at least a duplex power receptacle. Data outlets shall be located close to power outlets in the walls and in the same outlets in the floor as described above. Power/data 5outlets shall be located at every public seat in designated areas.
14) Each staff workstation should have a minimum of two duplex outlets, as well as a minimum of two data outlets.
15) All cords and cables should be protected and out of sight.
16) A UPS provided and installed by LV CONTRACTOR shall be considered for Data equipment or any other critical equipment that require UPS service.

17) The Electrical Engineer of record must consult with Miami-Dade County MDPLS and DCP during the design phase and throughout the project.

C. Lighting Requirements:

1) LED light fixtures are recommended throughout the building as well as for exterior lighting. Direct lights from ceiling mounted fixtures are recommended in reading areas. Task lights at readers' areas shall also be needed. Illumination should be color corrected to be relatively cool (4000° k) in color and even throughout the library.
2) Special attention should be paid to lighting over stack areas to ensure flexibility in the future arrangement of shelving, as well as adequate intensity of lighting necessary to illuminate the lowest shelf area. Consider individual lighting for some of the reading tables. Decorative light fixtures shall be considered in specific spots like individual sits, wall mounted artwork or any other ornamental feature.
3) In general, the selection of the light fixtures shall be based in a modern state-of-the-art style. MDPLS shall approve light fixture schedule prior to design.

4) Interior Lighting Guidelines:
   a. Maximize the use of day lighting.
   b. Use task lighting for tables.
   c. Use a dimming system coupled to the daylight within the space.
   d. Light system shall be automatically controlled through the Building Management System (BMS) based on the Library daily schedule.
   e. A manual lighting control through regular toggle switches to override the BMS in public areas shall be installed in the front desk.
   f. Glare shall be minimized.
   g. Light fixtures location shall consider an easy lamp replacement.
   h. Night lighting and emergency lighting systems should be separate from the general lighting pattern and switched separately. The night lighting should provide illumination at all times while the building is closed to public.
   i. Lighting system shall comply with NEC, FBC, ASHRAE and IECC codes and regulations.
   j. Lighting over or near the projector screen or presentation monitors shall be dimmable and on a separate zone/switch.

5) Exterior Lighting Guidelines:
   a. Exterior lights shall be controlled through photocell.
   b. Security light fixtures attached to the exterior building wall or pole mounted shall be considered and subject to Developers approval.
   c. Sign lights shall be considered per MDPLS proposal.
   d. Landscape and exterior artwork light shall be considered as per Landscape Architect proposal.

6) Illumination Levels:
   a. The amount of light, expressed as foot-candles, needed for a specific task is

affected by a number of factors including the tasks to be accomplished, considering individual and working and reading needs of the staff and customers and the accuracy required for the tasks. Carefully consider supplemental illumination in those areas where detailed work is accomplished
b. The footcandles levels per areas shall be as follow:
c. Reading Areas: 50 foot-candles average, measured horizontally at desktop, and augmented with task lighting where necessary.
d. Stacks 20 foot-candles minimum sustained uniformly at floor level.
e. Small conference or study rooms: 30 to 50 foot-candles average measured horizontally at desktop.
f. Staff areas: 50 foot-candles average on desks or worktables measured horizontally at desktop.
g. Meeting rooms and community rooms: 40 foot-candles average with all lights on, and with separately controlled lighting for the podium or in front of the desktop.

D. Fire Alarm System:

1) Provide a non-proprietary fire alarm system complying with the 2023 Florida Fire Prevention Code, 2021 NFPA 101, 2020 NFPA 72, and the 2023 Florida Building Code (latest edition). The fire alarm shall be microprocessor controlled with addressable initiating and notification devices required to form a complete system ready for operation.
2) Fire Alarm drawings shall be included in the Construction document as separate sheets.
3) The Contractor shall provide shop drawings of the system signed and sealed by a Florida registered engineer approved by the authority having jurisdiction to the MDPLS Project Manager. The MDPLS Project Manager and DCP shall review the fire alarm system design and provide comments and feedback if required to the CONTRACTOR.
4) Fire Alarm receipt and signaling must be capable of operating during a single open or single ground fault condition.
5) Fire alarm systems shall be electronically supervised to indicate a break or ground fault condition in all alarm initiating circuits, all alarm indicating circuits and in the circuit from the fire alarm panel to the supervisory central station. A fireman’s override panel shall be provided and connected as part of the new FACS.
6) Alarm initiating circuits shall receive alarms in a maximum of 15 seconds. Trouble and supervisory signals shall be received in a maximum of 200 seconds.
7) At a minimum, systems must be horizontally zoned and the control panel must indicate the location of any alarm or supervisory or trouble signals received.
8) Fire alarm systems shall be provided with a battery back-up power supply in accordance with NFPA 72. All FACS panels shall be equipped with a local printer each for any event notification.
9) CONTRACTOR shall make all necessary provisions for any tie-ins and connections to existing proximity card access panels.
10) An FM-200 or similar inert gas waterless Fire Protection System shall be considered for the Main Telecom and all satellite Telecom Rooms.
11) Integration of Systems:
    a. FACS shall be self-contained, stand-alone systems. However, a

supervised interface must exist between the fire alarm and the controls of air handling systems and other building systems that are designed to change their operation in a fire.

12) Special Fire Alarm System Requirements:
    a. FA System shall be provided with an emergency telephone system for use by building fire wardens and firefighters. The emergency telephone system shall be installed in main exit.
    b. The fire alarm system is required to have both audible (non-coded) and visible appliances meeting NFPA 72G requirements. The concept of indirect, primary appliance photo-metrics (use of reflected light) should be applied to visual alarms to the extent practical.
    c. Fire alarm circuits and emergency communications circuits shall be installed entirely in EMT, with a minimum inside diameter of ¾ inch.

13) Manual Fire Alarm Stations: Each fire alarm system must accommodate input from manual fire alarm stations located adjacent to exit corridors or in public corridors that are adjacent to an exit discharge from the building. Additional alarm stations may be provided at any location where there is special risk.

14) Water Flow Switches: Connection to existing/new water flow switches shall be provided. Pressure switches shall be used to signal water flow for dry sprinkler systems.

15) Supervisory Signals:
    a. (CONTRACTOR) to check Mechanical Section Design Criteria. Supervisory signals shall be transmitted under the following conditions:
        i. By tamper switches, when control valves are closed either two full turns of a valve wheel or upon 10 percent closure of the valve, whichever is less. This applies to control valves in the supply or distribution lines of automatic sprinkler systems, fire pumps, standpipe systems or interior building fire main systems.
        ii. Operation of portable emergency generator.
        iii. Condition of fire pump and power supply for the pump.
        iv. Loss of primary power to a fire alarm system, fire pump or extinguishing system.
        v. Low and high air pressure for a dry-pipe or pre-action sprinkler system.
        vi. Receipt of signal from replaced Communication Room Waterless Protection System controllers.
        vii. Low water level in pressure tanks, elevated tanks or reservoirs.
        viii. Abnormal operation signals for emergency generators and fire pumps, such as failure to start automatically, low oil pressure, high cooling water temperature, shutdown from over-speed and low battery condition or battery charger failure. All separate control panels for special extinguishing systems that receive a supervisory signal from the equipment they monitor must, in turn, send a single supervisory signal to the main fire alarm control panel.

16) Trouble Signals:
    a. Trouble signals shall be transmitted under the following conditions:
        i. Failure of central processing unit or peripheral equipment in a multiplex system.
        ii. Wiring faults on supervised circuits, including open, short and

ground fault conditions.

iii. Loss of DC (battery) back-up or charging.

iv. Detector faults for detectors capable of generating a trouble signal.

v. All separate control panels for special extinguishing systems that receive a trouble signal from the equipment they monitor must, in turn, send a single trouble signal to the main fire alarm control panel.

17) System Output:

a. The output from the fire alarm control panel shall be appropriate to the type of input (alarm) received, as described below. Primary alarms transmitted to the building occupants and to the fire department and other critical signals for emergency equipment operation shall function automatically and not depend on the action of a human being. Any action that is performed automatically by the fire alarm control panel (such as smoke control) shall also be possible by manually overriding the automatic sequence from a fire control center or from the control panel of the fire alarm system. The fire control center shall have the capability of manually canceling or altering the automatic system response for Smoke control system.

b. Operation of Manual Fire Alarm, Heat Detector and Water Flow Alarm: In addition to the requirements stated in the Florida Building Code, operation of a manual fire alarm pull station, heat detector or a water flow alarm switch must result in the following automatic actions:

i. Operation of the building fire (evacuation) alarms.

ii. Operation of other auxiliary features such as door holder release, unlocking of alarmed (locked) doors, fan shutdown or damper actuation (when directly connected to the main fire alarm control panel).

iii. Activation of a visual indicator at the fire alarm control panel and/or at the remote enunciator panel of the exact zone or device in alarm.

c. Operation of Smoke Detectors: The activation of a smoke detector connected directly to the main fire alarm panel shall cause operation of an audiovisual alarm at the main fire alarm control panel and/or remote enunciator panel. Building evacuation shall not be initiated by smoke detector activation.

d. Operation of the Supervisory System: Receipt of a supervisory signal, either from an individual device or from a special extinguishing system control panel, shall result in the activation of an audiovisual device at the main fire alarm control panel and/or the remote enunciator. The nature (location) of the signal shall be indicated to the maximum extent permitted by the degree of zoning or sophistication of the control panel.

e. Operation of the Trouble System: Receipt of a trouble signal, either from an individual device or from a special extinguishing system control panel, shall result in the activation of an audiovisual device at the main fire alarm control panel and/or at the remote enunciator. The location of the signal shall be indicated to the maximum extent permitted by the degree of zoning or sophistication of the control panel.

f. Operation of Evacuation Alarms: The fire alarm shall sound throughout the building to alert all occupants to evacuate. Coded alarm systems are not acceptable.
g. Operation of Voice Communication Systems: Pre-recorded voice messages shall be used, message content must be designed to fit the needs of the building. Power supply source conductors of the power supply circuit shall be a dedicated circuit. A circuit disconnect device with over current protection shall be clearly marked "Fire Alarm Circuit Control." Any special extinguishing system control panels shall have battery backup.
h. Survivability:
    i. Fire alarm systems shall be designed to operate during any single fire emergency. The capability to simply report supervised conditions and circuit troubles in a fire is not considered sufficient. Wiring for the fire alarm and for the emergency telephone system shall be shielded cable installed in metal conduit or EMT. At least two vertical cable risers shall be installed as remote as possible from each other. The second riser shall be separated from the first riser by at least a 1 hour rated fire wall, not common to both risers. One wire shall be used as the feed and the other as the return.
    ii. The wiring shall be installed so that loss of one riser does not prevent receiving or sending an alarm signal or recorded message to or from any floor. Speakers shall be installed so that a break or ground fault does not prevent operation of more than approximately one half of the speakers within a communication zone. They shall be alternately connected to two separate circuits feeding each zone and shall be run in separate risers. The speakers shall be connected to a return loop running to each zone in one riser and returning in a separate riser.
    iii. Testing: All fire alarm systems must be maintained and tested in accordance with NFPA 72H.
j. UPS: All UPS/Battery Back-Up power supplies shall be on emergency power, along with their respective protected device and shall be monitored and addressable by new BMS system. (All fire alarm power supply devices shall be monitored by an addressable device)
k. Warranty:
    i. All new manufacturer’s equipment and labor shall be covered for a period of one (1) year commencing with the execution of the certificate of final acceptance or substantial completion as defined or determined by the MDPLS Project Manager and project review committee. The Contractor’s manufacturer transferring all rights of enforcement to Miami-Dade County at no additional charge shall duly execute this warranty. For certain products and mechanical systems, as deemed necessary by the MDPLS Project Manager, the warranty period

shall be as stipulated within the specifications and the warranty period shall commence from the date the individual equipment or product is placed into full productive service.

ii. Alarm panels and other elements which require periodic inspection and/or testing should be placed where they are easily accessible to authorized personnel without disrupting library activities or becoming an attractive nuisance.

E. Security System:
To reduce opportunities for breaking and entering after hours, a night lighting system should be provided and infrared motion detectors. A security system to monitor unauthorized entry into the building is required.

PROJECT SPECIFIC DESIGN CRITERIA – TELECOMMUNICATIONS SYSTEMS

A. The Contractor shall include as part of the team a wide range of professional services in support of enterprise software, enterprise storage, enterprise (high- end) computing, networking and communications, and mobile and wireless. The Contractor must have the expertise necessary to design, build, and maintain complex network infrastructures in support of today's information dependent applications. The Contractor must be able to perform storage needs assessments and design, implement, and manage IT infrastructure solutions that provide consolidated environments that supports critical data flows over multiple networks.

B. The Contractor must have a proven logistics and integration practice available that can handle all equipment from warehouse and storage to integration and testing, and finally, to deployment.

C. Maintenance and Ongoing Support: The Contractor must offer onsite maintenance support and call support for their product solutions and provide onsite engineering support to provide hands on training for a period of 3 years extending beyond the 1-year warranty period.

D. Meeting Rooms (Open meeting room and enclosed Large Meeting Room) –

1. Include, as a minimum, a projection display system for the auditorium with a built-in ceiling mounted digital projector. Images shall be projected onto a built-in motorized projection screen. The projector shall be ceiling mounted and built-in to the proposed finished acoustical ceiling as to provide for both a finished look while simultaneously allowing for ease of maintenance. The proposed mounting solution must avoid the presenter from interfering with the projected image and prevent both the audience and presenter from casting shadows on the projection screen. The Contractor can offer, if deemed necessary by the proposed design, additional synchronized displays on motorized wall mounts to support viewers in the more distant seats. These motorized mounts will allow the displays to be folded against the wall when their use is not required and will be controlled from the lectern mounted panel. Provide proper backing (mounting boards) secured to the building structure and locate stub-up conduit and electrical service to support the installation of these displays. The presentation system must support Teams and Zoom and other similar platforms.

2. Lectern & Lectern Equipment – Provide a lectern to house source equipment used during presentations. This includes a Blu-Ray player, a client furnished dedicated PC and gooseneck microphone for speech reinforcement. The lectern shall include a laptop or mobile device connection for displaying content on the system. Support for HDMI, VGA, DisplayPort, and Video shall be provided to give users a variety of options to choose from. Also provide wireless presentation gateway device and wireless access point that will allow presenters to use wireless tablets, cell phones or any other wireless device running “iOS”, “Android” or Windows Operating Systems. Additionally, presentation content can be shared with the audience for viewing and saving on their personal wireless devices.
3. Coordinate and obtain approval of color selections of lectern and room finishes with Owner. The lectern will house most of the A/V equipment to be used in the Auditorium. This will decrease the required number and amount of wiring to be passed through the available customer installed conduit between the lectern location and the equipment rack. There will be additional rack space available in the lectern for future equipment installation. The color touch panel controller will be permanently mounted to and housed on the lectern. All system wiring between the lectern, main A/V system and displays shall be CATx based.
4. Video Infrastructure
    a. Provide a system to support video distribution of all connected video sources throughout the library. All input wall plates and video displays will be connected to this switch so that either multiple video sources or a single video source can be viewed on a single display or all the displays. This allows a presentation from the Auditorium to be sent to other areas of the library for overflow purposes. This video infrastructure supports all video formats up to and including High Definition or higher. All video sources connected to the system will be scaled so that the native resolution and aspect ratio are retained.
5. Audio
    a. The Auditorium audio system shall consist of multiple self-powered, beam steerable, array type column speakers providing surround sound for program audio playback supplemented by a distributed in-ceiling speaker system of full range speakers installed into the ceilings.
    b. The column speakers will project sound in a very controlled pattern for maximum coverage and minimize reflections off the floors and ceiling to the extent possible.
    c. Provide, as part of the scope of work, analysis of the space using data gained from site plans, manufacturers’ performance data and specialized modeling software to ensure correct response of the installed audio system. During installation the audio system will be electronically “tuned” to site-specific conditions and criteria to ensure the optimum operation and response.

d. Provide two wireless microphones (lapel and handheld) for presenters that are NOT going to use the lectern.
e. Provide a multi-channel Audio Video Bridge (AVB) and Acoustic Echo Cancellation (AEC) enabled audio Digital Signal Processor (DSP) to handle the Library’s distributed audio system. Also include mic / line inputs with AEC, and standard mic/line inputs. In addition, the Contractor will add line level outputs to

feed multi-zoned audio throughout the facility. Audio source and audio zone selection and control is via touch panel located on the Auditorium lectern and individual small form factor audio control touch panels located conveniently throughout the facility. A channel mic / line AVB enabled expander is located in the lectern for microphone and program audio transport from the lectern to the main distributed audio system over standard wiring. A dedicated port AVB enabled Ethernet switch will be locate in the main system rack to provide for easy future expansion of the Library's audio system.

f. The audio DSP that manages all of the program and speech audio shall be connected up to two (2) traditional analog phone lines (POTS) and up to two (2) VOIP (Voice Over IP) lines, which will allow for the mics to be used to connect to other sites in an audio only conference.

g. Control - The Contractor will include a push-button control system, installed and programmed that includes a rack mounted processor and a lectern-mounted touch panel. The touch panel will be permanently mounted to the lectern using the included table top stand.

h. The system will be programmed to control the following:
   i. System Power ON/OFF
   ii. Routing of Sources to Displays
   iii. Volume Control and Muting
   iv. Blu-Ray Player Control
   v. Audio Call Control (If enabled)

E. Rack, Cabling, Hardware, and Accessories

1. Provide the necessary Rack Unit slide out and rotating equipment racks that will be installed in the designated space. The main system rack and the lectern racks rack will feature series mode surge protection and power distribution as well as a backup UPS to enable the safe shutdown of the system in the event of a power failure. Include all cabling, connectors, adapters, and all cable management accessories.

F. Digital Signage

1. Provide a High Definition, networked Digital Signage Server appliance. The server will be connected to the Digital Media switch located in the Auditorium so that its output can be distributed to any of the displays located in other areas and the Meeting Rooms. The distributed Digital Signage system must be centrally administrated.

G. Small Interactive Conference Rooms

1. Provide a featured Video and Audio Teleconferencing suites. The conference room will feature a wall mounted INTERACTIVE display in the front that connects to the table and provides VGA + Audio and HDMI connectivity to the screen. USB connections will be extended to the table so that users may interact with their PC's content from the display. Audio will be supported by the display's internal amplifier and speakers. A multi-format, multi-input 3- Series Digital Media Presentation System will be included to process and control audio and video system inputs. This presentation system will be integrated with a system control processor and is interfaced by a flip top color touch panel located in the table. A High definition video camera will be installed and interfaced with a High Definition video screen. The conference room can connect to separate sites. The

Conference Room will contain an “A/V Bridge” conferencing device that enable the use of the room’s video camera and microphones with the participant’s laptop or PC with their own personal Video Teleconferencing clients such as Teams, Zoom, Skype, Google Talk or other compatible services. In addition to the wired interfaces located at the table, a Wireless Presentation Gateway and a dedicated Wireless Access Point (WAP) will be included to allow users of these rooms to present or serve content from any wireless device such as tablets and cell phones. Audio and Video Teleconferencing participants’ audio will be captured by ceiling mounted gooseneck microphones. Program audio will be reproduced by the display speakers while Audio and Video Teleconferencing will be reproduced by ceiling mounted speakers. Microphone processing is handled by a dedicated Digital Signal Processor (DSP), which includes a single analog telephone line interface (POTS). All system control functions will be available from the color touch panel located at the table such as audio and video source routing, dialing functions, and room volume control including microphone level and muting.

H. Room Scheduling

1. Provide wall mounted screen outside the conference room and the auditorium, which will depict the schedule of events for that particular room. The panel will connect through a software, that will connect back to the Library’s Email to display who has booked the room and when. Provide software to allow control and scheduling by authorized Library personnel only.

I. Common Area / Reading Area

1. Provide wall mounted or ceiling mounted LED/LCD displays at convenient locations throughout these areas, i.e. Children’s Reading, Adult Reading, etc. The Library typically will use these displays for providing information or as signage. When not being used as digital signage, Library staff shall be able to connect devices with either a VGA or HDMI output for transmitting video and audio through the display equipment. Each display shall be capable of providing both independent programming and simultaneous programing. These displays will contain a scheduling function that can be set to turn the display on or off at predetermined times of the day. The input plates are auto-sensing for signal type and do not require the use of the displays’ remote controls. Overall volume setting of the displays will be controlled by the source device plugged in to the wall plates.
    a. When this area is to be used for a performance such as a book reading or other type of presentation, a small rolling equipment rack is supplied with additional equipment that turns this space into a dual display multimedia center and Public Address system. The small rack contains a mounted Audio / Video input plate that supports both Standard Definition (SD) and High Definition (HD) video inputs on standard RCA and HDMI connections which enables the use of a wide variety of audio and video sources.
    b. The video inputs are auto-sensing and require no intervention other than plugging in the source device to the appropriate connector on the front panel and the two HDMI outputs on the rear of the rack to the wall plates under each display. A single channel wireless microphone system will be supplied with both a handheld

and lapel microphone for use by a single presenter. These microphones will also be paired with a secondary receiver (located in the Auditorium) so that the presenter can be heard over the background ceiling speakers in the Main area should the audience extend beyond the range of the column speakers used at the performance space. These column speakers are set to only reproduce audio within the immediate area of the performance space. Connection to these column speakers is via two speaker level audio cables connected between the small rack and an input plate located at the performance space wall.

c. When not in use, the cables are stored with the small rack and the rack itself rolled away and stored in a secure location. Overall volume control of the system is adjusted by an intuitive touch panel with LCD screen that is mounted to the front of the small rack above the A/V input panel.

d. Background Audio System, Ceiling Speakers - The Main Area contains a multi-zoned, multi-speaker background audio system with paging ability. The area must be divided in separately adjustable “zones” between the front and rear of the Main Area starting behind the reception desk. Each zone can be turned on or off and volume level adjusted to meet the changing needs or requirements of the space. When required, each of these zones can be incorporated with the performance space’s wireless microphone. Each of the zones has a wired and wall mounted control pad with a small display showing available choices and controls available for each zone. A single desktop style, with a push to talk button is supplied for paging functions within the Main Area.

J. Outdoor Audio System (If applicable)

1. Provide an outdoor sound system to serve the outdoor zones with sufficient speakers to serve the area. The source for the audio will be Library furnished and be the same as the background audio system located in the Main Area as well as the paging system. These zones may also reproduce audio from the Performance Area wireless microphone when required. Additional control pads with a small display showing available choices and controls for each zone are supplied. The amplifiers will be mounted inside the equipment rack and cabled to each zone of in-ground speakers.
2. These speakers will be designed to blend in with the landscaping and provide maximum 360-degree coverage.
3. Provide wall mounted or ceiling mounted weatherproofed LED/LCD displays at convenient locations throughout the outdoor area. The Library typically will use these displays for providing information or as signage. When not being used as digital signage, Library staff shall be able to connect devices with either a VGA or HDMI output for transmitting video and audio through the display equipment. Each display shall be capable of providing both independent programming and simultaneous programing. These displays will contain a scheduling function that can

be set to turn the display on or off at predetermined times of the day. The input plates are auto-sensing for signal type and do not require the use of the displays' remote controls. Overall volume setting of the displays will be controlled by the source device plugged in to the wall plates.

4. When this area is to be used for a performance such as a book reading or other type of presentation, a small rolling equipment rack is supplied with additional equipment that turns this space into a dual display multimedia center and Public Address system. The small rack contains a mounted Audio / Video input plate that supports both Standard Definition (SD) and High Definition (HD) video inputs on standard RCA and HDMI connections which enables the use of a wide variety of audio and video sources.
5. The video inputs are auto-sensing and require no intervention other than plugging in the source device to the appropriate connector on the front panel and the two HDMI outputs on the rear of the rack to the wall plates under each display. A single channel wireless microphone system will be supplied with both a handheld and lapel microphone for use by a single presenter. These microphones will also be paired with a secondary receiver (located in the Auditorium) so that the presenter can be heard over the background ceiling speakers in the Main area should the audience extend beyond the range of the column speakers used at the performance space. These column speakers are set to only reproduce audio within the immediate area of the performance space. Connection to these column speakers is via two speaker level audio cables connected between the small rack and an input plate located at the performance space wall.
6. When not in use, the cables are stored with the small rack and the rack itself rolled away and stored in a secure location. Overall volume control of the system is adjusted by an intuitive touch panel with LCD screen that is mounted to the front of the small rack above the A/V input panel.

K. Customer Support Agreement

1. The Contractor shall provide as part of the scope of Work a customer service agreement to cover all site visits and equipment repair or replacement associated with the audiovisual systems in the spaces described in their proposal.
2. Help Desk Support
   a. Provides Tier 1 technical support for integrated systems and video conferencing equipment
   b. Provides Tier 2 technical support via TI specialists or selected vendor partners
   c. Provides company-wide technician dispatch to support on-site problem resolution
   d. Documents and tracks all help requests via our event ticketing database system
3. Preventative Maintenance Visits
   a. Include a schedule with pre-determined site visits to provide preventive maintenance, firmware upgrades, and systems operation check.

b. Perform preventive maintenance that includes inspection, cleaning, alignment, and replacement of consumable items per the manufacturer's recommended schedule
c. Evaluate and install applicable manufacturer provided firmware/software corrections and operational upgrades
d. Perform systems operation check that includes a complete functionality test and performance verification of video and audio systems
e. Answer system operation questions or provide informal basic end user/ operator training
f. Provide a copy of the system checkout results to client, identifying needed action items

4. Unlimited-Unscheduled Service Visits
a. Arrive on-site within 8 business hours after determination on-site service is required
b. Perform necessary systems diagnostics to isolate the issue(s) within the system
c. Correct problems related to equipment configuration, set-up, or connectivity
d. Escalate equipment failures to determine the most expeditious method required to restore normal system operation
e. Schedule return visits as needed for equipment replacement

L. Telecommunications System
1. The LV Contractor will provide all materials needed for the job. The Contractor will be providing the electrical as well as any conduit needed to pass copper cabling within the open areas. All telecommunication cables for this project must be rated Category 6X or higher and terminated using T568-B standards unless otherwise noted. All subfloor data cables are to be jell filled Cat6 cable and all plenum Data cables should be according to the Miami-Dade County standards at time of construction. All CATV cables must follow the Miami-Dade County standards. All conduits are to meet NEC standards and not exceed 40% fill. All wiring is to be guaranteed for 10 years.
2. The LV Contractor will include wiring of all data/voice outlets. All low voltage sleeves must have plastic bushings on ends prior to running cable and be fire stopped upon completion of all runs. Review DATA room rack placement and installation with Library staff prior to performing.
a. The Contractor shall work in agreement and coordinate all the telecommunications items of work with ITD Project Manager to facilitate the installation and wiring of all the equipment associated with the voice and data systems.
b. The Contractor must coordinate with AT&T or Comcast or other service provider and Cable Company to run the wiring underground to on site main telephone/data room.
c. Typically for data/VOIP cabling provide 3/4" inch conduit with pull wire/string extended 8" above ceiling space
d. ¾" conduit and a ¾" x 18" x 18" fire retardant plywood shall be

provided to all WAP location

e. ¾" conduit shall be provided to CCTV cameras location from the Master Distribution Facility (MDF).
f. Cabling shall be provided to accommodate Access Points and CCTV cameras, indoor and outdoor providing coverage to all Library areas.
g. VOIP/data wiring and power wiring shall run in separate conduits.
h. Each node shall have two cables run to the telecom room patch panel.
i. Low Voltage conduit and cabling shall be provided to accommodate the Audio Visual Systems
j. Low voltage conduit and cabling shall be provided to accommodate the Digital Signage System.
k. All conduit and cables in finished areas shall be concealed from view and terminate at approved connection/plug-in points.

M. Data Rooms

1. Mount backer board to all MDF interior wall.
2. Install the free standing racks in DATA room at least 3' from wall.
3. Wall mount a power strip

4. Run 4 drops to each of the areas marked on the floor plan as wireless "w". These drops are to be terminated in surface mount boxes located within the plenum space as per drawings or flush mount faceplates that are to be installed on columns at 96" above finished floor.
5. Label all drops in sequential order to corresponding patch panels A through F. Please label the jacks as follows: for the first patch panel all drops should be label A1…A48, for the second patch panel B1…B48 and so forth until the last patch panel K1…Kxx
6. Provide a 10-year warranty on all cable installations and provide as-built and cable speed certification test results for all copper and fiber runs to Library staff.

N. Project Management Plan

1. Information Technology Department (ITD) will monitor all aspects of the contract, from initiation of a task to final solution delivery, while maintaining open communication channels between staff, management, and project personnel. ITD will work with project leads to ensure that the project is completed on-time with appropriate personnel. Using a work breakdown structure method to prepare and monitor task deliverables. The Contractor will execute based on a current, detailed overview of the work requirements of the project's task areas at all times.

O. Miscellaneous Telecommunication

1. At a minimum, Contractor shall provide connection nodes (made up of two electrical outlets and four data connections) as indicated below:
   a. Children's Lounge
      i. 9 wall nodes
      ii. 8 floor nodes
      iii. 3 high wall nodes, possibly TV

iv. 2 nodes on the ceiling

b. Main lobby
   i. 8 floor nodes
   ii. 4 wall nodes
   iii. 2 ceiling nodes

c. Private Offices
   i. 3 wall nodes

d. Adult reading
   i. 16 floor nodes
   ii. 20 wall nodes
   iii. 2 ceiling nodes

e. Work Area (Room)
   i. 2 wall nodes in breakroom
   ii. 2 wall nodes in office
   iii. 8 floor nodes in work room
   iv. 6 wall nodes in work room
   v. 2 ceiling nodes in work room

f. Receiving
   i. 2 wall nodes

g. Meeting Room
   i. 8 floor nodes
   ii. 8 wall nodes
   iii. 4 ceiling nodes
   iv. High wall nodes on three walls
   v. 1 electrical and switch connections on main wall for screen

h. Courtyard Lobby
   i. 2 floor nodes, LTBD
   ii. 4 wall nodes
   iii. 3 wall nodes high, possible TV
   iv. 2 ceiling nodes (possible WiFi)

i. Innovation Rooms
   i. 6 wall nodes
   ii. 4 floor nodes
   iii. 1 ceiling node

j. (Not Used)

k. Telephone system (IP) to include at least a public address system and single dialing to all units from each location, caller ID and message recording built-in.

l. CCTV

i. Depending on the layout of the floorplan, 30 cameras. Currently utilizing Cat6 wiring but would need to use the industry standard at the time of installation. CCTV cameras would cover all public areas, work area, electrical, data, and mechanical rooms; courtyard area, entrances and external areas, including drop off driveway, and parking lot. See attached Volume II – Exhibit B for proposed camera locations. MDPLS may request additional cameras be provided at any time during the design review at no additional cost to the project.

2. CAT 6 wiring herein proposed is as a minimum standard and may not be the industry standard at the time of construction. Contractor shall include in his proposal the costs for providing latest state-of-the-art industry standard wiring at the time of construction.

3. The final location of all nodes is to be determined during design.

4. The CONTRACTOR shall work in agreement and coordinate all the telecommunications items of work with MDPLS Project Manager and Library's IT staff to facilitate the installation and wiring of all the equipment associated with the voice and data systems.

Exhibit E3

LIBRARY CCTV AND WIFI REQUIREMENTS

Interior Access Points

The library uses Meraki MR45 and MR46 model access points for the interior of library locations.

- MR45/46 Datasheet – https://documentation.meraki.com/MR/MR_Overview_and_Specifications/MR46_Datasheet
- Installation Guide – https://documentation.meraki.com/MR/MR_Installation_Guides/MR46_Installation_Guide
- Access Points can be mounted either on the ceiling or on the wall, 8 inches below the ceiling line
    - For drop ceilings, access points mount on the T-rails, data wiring can be run free wire back to telecom area if ceiling is accessible, if not accessible, ¾ inch conduit runs for data wiring back to the telecom area are needed
    - For hard ceilings, access points require single gang outlet boxes, flush mounted with the ceiling and the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and must be grounded
    - For wall mounted, access points require single gang outlet boxes, flush mounted with the wall
        - If ceiling is accessible, data wiring can be run free wire back to telecom area from outlet box ¾ inch conduit whiptail into ceiling area
        - If ceiling is not accessible, the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and must be grounded
    - At least 10 inches of clearance are needed around the outlet boxes to facilitate installation

Interior Cameras

The library uses Meraki MV12W and Meraki MV22X model cameras for the interior of library locations.

- MV22X Datasheet – https://meraki.cisco.com/product-collateral/mv22-datasheet/?file
- MV12W Datasheet – https://meraki.cisco.com/wp-content/uploads/2020/05/meraki_datasheet_mv12.pdf
- Cameras can be mounted either on the ceiling or on the wall, 8 inches below the ceiling line
    - For drop ceilings, cameras mount on the T-rails, data wiring can be run free wire back to telecom area if ceiling is accessible, if not accessible, ¾ inch conduit runs for data wiring back to the telecom area are needed
    - For hard ceilings, cameras require single gang outlet boxes, flush mounted with the ceiling and the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and must be grounded
    - For wall mounted, cameras require single gang outlet boxes, flush mounted with the wall
        - If ceiling is accessible, data wiring can be run free wire back to telecom area from outlet box ¾ inch conduit whiptail into ceiling area
        - If ceiling is not accessible, the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and must be grounded
    - At least 6 inches of clearance are needed around the outlet boxes to facilitate installation
    - Mounting Options and Guidelines Factsheet – https://documentation.meraki.com/MV/Physical_Installation/MV_Mounting_Options_and_Guidelines

Exterior Cameras

The library uses Meraki MV72X and Meraki MV63X model cameras for the exterior of library locations.

- MV72X Datasheet – https://meraki.cisco.com/product-collateral/mv72-datasheet/?file
- MV63X Datasheet – https://meraki.cisco.com/product-collateral/mv63-cloud-managed-smart-camera/?file
- Cameras can be mounted either on an overhang ceiling or on the wall, 8-12 feet from the ground
    - For ceiling mounted, cameras require double gang outlet boxes, flush mounted with the ceiling and the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and **must be grounded**
    - For wall mounted, cameras require double gang outlet boxes, flush mounted with the wall and the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and **must be grounded**
        - Wall mount arms are also available from Meraki, if desired
        - Wall Mount arm dimensions
            - https://files.mtstatic.com/site_13505/10913/0?Expires=1648730862&Signature=sHK6t2nRHE5Qdb079YB0o7kUhFbtKvlItDONHSf-~opgEbcrTfBlPQA8Ggx5FQDqCGguPFXitjHMmgArsECSACmZ95ma7PCEmTIXcYIDiZ-ndTiEE4hZqOf7mZ90givwWZ1tA8ObmglXoxs~GF~grXgfo86KZ-ozp7~6wPfe1WY_&Key-Pair-Id=APKAJ5Y6AV4GI7A555NA
            - https://meraki.cisco.com/product/security-cameras/security-cameras-accessories/conduit-back-box-63-93/
            - https://meraki.cisco.com/product/security-cameras/security-cameras-accessories/wall-mount-bracket-63-93/
            - https://meraki.cisco.com/product/security-cameras/security-cameras-accessories/wall-mount-l-bracket-mv63-mv93/
    - At least 6 inches of clearance are needed around the outlet boxes to facilitate installation
    - Mounting Options and Guidelines Factsheet – https://documentation.meraki.com/MV/Physical_Installation/MV_Mounting_Options_and_Guidelines

Exterior Access Points

The library uses Meraki MR86 model access points for the exterior of library locations.

- MR86 Datasheet – https://documentation.meraki.com/MR/MR_Overview_and_Specifications/MR86_Datasheet
- Installation Guide – https://documentation.meraki.com/MR/MR_Installation_Guides/MR86_Installation_Guide
- Access Points are usually mounted on the wall 8-12 feet from the ground
- Access Points require double gang outlet boxes, flush mounted with the wall and the associated ¾ inch conduit runs for data wiring back to the telecom area are needed and **must be grounded**
- Access Points utilize 1 of 3 different types of antenna model styles, depending on the needs of the site
    - Omni Antenna (most commonly used)
        - At least 1 ft of clearance are needed around the outlet boxes to facilitate installation
        - Factsheet – https://meraki.cisco.com/product-collateral/dual-band-omni-antennas-4-7-dbi-datasheet/?file
    - Dual Band Antenna
        - At least 2 ft of clearance are needed around the outlet boxes to facilitate installation
        - Factsheet – https://meraki.cisco.com/lib/pdf/meraki_datasheet_antenna_dual_band_patch_8dBi_6dBi.pdf
    - Directional Dish Antenna
        - At least 3 ft of clearance are needed around the outlet boxes to facilitate installation
        - Factsheet – https://www.cisco.com/c/en/us/td/docs/wireless/antenna/installation/guide/ant2513p4mn.html

Exhibit E4

LIBRARY EQUIPMENT

ITEM	DESCRIPTION	PICTURE	NOTES
ALL IN ONE COMPUTER	AIO 23.8" FHD 1920x1080 IPS Non-Touch Anti-Glare, Camera, Integrated Graphics		
DIGITAL BARCODE SCANNER	Zebra Symbol DS8108-SR Corded 2D/1D Handheld Digital Barcode Scanner Includes Stand Heavy-Duty Shielded 7FT USB Cable		

MDC246

RECEIPT PRINTER	Thermal Receipt Printer Star 743 Printer, Grey, USB 2.0 cable 6ft black, with autocut and 3-year Mfr. Warranty		
CHARGING CART FOR LAPTOPS	Ergotron Zip40 Charging Cart		
UNDERCOUNTER STAFF PRINTER	Xerox Phaser 6510 Laser Printer		

MDC247

PUBLIC PRINTER	TOSHIBA Studio 3515ac		Power requirements: Dedicated 20 Amp Receptable
SELF CHECK-OUT	Bibliotheca Self-Checkout 1000 freestanding kiosk (black)		

MDC248

PAYMENT MACHINE	JAMEX 6557		

MDC249

Exhibit E5

Bid and Build Technical Specification for:

Structured Cabling

Standards

PUBLICATION RECORD

Document Version	Publication Date	Primary Author	Description
Revision 1.0	November 2018		Cabling Standard Cat 6+ Premium
Revision 1.1	January 2023		Cabling Standard Cat 6E+ Premium

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PART 1 - GENERAL SPECIFICATIONS

1.1 SCOPE

A. This document describes the products and execution requirements relating to furnishing and installing Telecommunications Cabling at new or remodeled buildings for the end user. Backbone and horizontal cabling comprised of copper and fiber cabling, and support systems (new building projects & floor/building retrofit) are covered under this document.
B. The types of installation work covered under this document are defined as New Builds, Projects, and Moves Adds and Changes (MAC). New build is defined as a project where the building is a new build from the ground up. A Project is defined as anything that is greater than 10 drops and is inside of an existing facility. MACs are defined as projects where there are 10 or less drops to be installed, removed, or changed. MACs should be kept to the standard of the current cable plant that is installed at that site.
C. The Horizontal (workstation) Cabling System may have multiple types of outlets in each end user office including, but not limited to wall-mounted voice/data, floor-mounted voice/data, furniture-mounted voice/data, and ceiling mounted data. Product specifications for each type of work area outlet are noted in the Products Section. Only one cable will be ran for each outlet.
D. The horizontal cables shall be 4-pair plenum or riser rated UTP Category 6 for all data terminations. The cables shall be installed from the Work Area Outlet to the appropriate Telecommunications Room (TR) and routed to the appropriate 48-port patch panels, serving that area and terminated as specified in this document. The standards recommend (2) Category 6A for each WAP unless otherwise noted.
E. The Data Backbone shall consist of minimum 24-strand interlocking armored, plenum rated tight buffered, multi-mode 50/125 um. The data backbone shall be designed with an OM4 minimum standard capable of accommodating 10G uplinks to IDF's. Fiber strand count should be the greater quantity of either 12 strands or 200% of initial minimum required strand count. Fiber optic strands shall be terminated with LC connectors at each end, within a rigid fiber enclosure. Wherever possible, the box should be mounted at the top of the data rack.
F. The Audio-visual Cabling will be provided by the A/V design and install vendor. Coordination with the Audio-visual contractor will be necessary for determination of pathways and spaces.
G. All cables and related terminations, support and grounding hardware shall be furnished, installed, wired, tested, labeled, and documented by the Telecommunications contractor as detailed in this document and shall meet or exceed local codes.
H. The Cable Pathway Systems consist of ladder racks, trade size 4” sleeves, cable hangers and wire basket tray that conceal, protect, support, and provide access to telecommunication cables between MDF/IDF and the user’s work space.
I. Product specifications, general design considerations, and installation guidelines are provided in this document. Quantities of telecommunications outlets, typical installation details, cable routing and outlet types will be provided as an attachment to this document. **If the bid documents are in conflict, this document takes precedence, but discrepancies must be reviewed with the end user or their owner representative.** The successful vendor shall meet or exceed all requirements for the cable system described in this document.

1.2 REGULATORY REFERENCES:

A. All work and materials shall conform in every detail to the rules and requirements of the National Fire Protection Association, the local Electrical Code, ANSI/TIA or ISO standards and present manufacturing standards.
B. All materials shall be UL Listed and shall be marked as such. If UL has no published standards for a particular item, then other national independent testing standards shall apply, and such items shall bear those labels. Where UL has an applicable system listing and label, the entire system shall be so labeled.
C. All category 6 and 6A components (i.e. modular jacks, patch cords and patch panels) performance shall be verified (not just tested) by a third party (ETL) to be component and channel compliant.

D. The cabling system described in this is derived from the recommendations made in recognized telecommunications industry standards

E. If this document and any of the documents listed are in conflict, then the more stringent requirement shall apply. All documents referenced are believed to be the most current releases. The Contractor has the responsibility to determine and adhere to the most recent release when developing the proposal for installation.

F. This document does not replace any code, either partially or wholly. The contractor must be aware of local codes that may impact this project.

1.3 APPROVED VENDORS

A. The Telecommunications Contractor must be an approved Ortronics, a Legrand brand, Certified Contractor at the Certified Installer Plus (CIP) tier. Where CIP contractors are not available, the approved Telecommunication Contractor may be CIP with written approval from Legrand and the end user. The approved Telecommunication Contractor will adhere to all CIP protocols. A copy of the CIP protocols is attached in appendix A for reference. A current copy of the telecommunications contractor's certificate and a letter from Legrand stating that the Contractor Company's certification at the CIP tier is current and in good standing must be submitted with the quote in order for such quote to be valid. For the Telecommunications Contractor to be current with Legrand, the training must be current at the time of quoting the project. The Telecommunications contractor is responsible for workmanship and installation practices in accordance with the Legrand Contractor Certification Program. The Telecommunications contractor must also register the project and submit test data for approval, per the requirements of the nCompass™, Legrand and Superior Essex certification program guidelines. Once approved, Legrand will extend an nCompass Limited Lifetime Warranty to the end user.

1.4 APPROVED PRODUCTS

A. Approved 4-pair UTP Cable manufacturer: Superior Essex

B. Approved Optical Fiber Cable manufacturers: Superior Essex
C. Approved UTP connector product manufacturer: Legrand

D. Approved Fiber Optic cabinet product manufacturer: Legrand
E. Approved Fiber Optic connectors/splices/couplers manufacturer: Legrand
F. Approved Rack and Cabinet manufacturer: Legrand
G. Approved Cable Management and Ladder Rack manufacturer: Legrand

H. Approved Copper Patch Panel manufacturer: Legrand
I. Approved UTP Patch Cord manufacturer: Legrand
J. Approved Fiber Optic Patch Cord manufacturer: Legrand
K. Approved Cable Tray or Basket Tray or Wire-mesh manufacturer: Cablofil, a Legrand brand
L. All products must be able to provide documentation for sustainability. LEED or WELL accreditation may be necessary. Documentation to include PEP (Product Environmental Profile), EPD (Environmental Product Declaration) or HPD (Health Product Declaration) will be necessary.
M. Legrand is the manufacturer of Ortronics racks, cabinets, copper and fiber connectivity, Wiremold pathways, poke-thru and floor boxes, Cablofil cable tray and J Hooks as well as ServerTech and Raritan PDUs.

1.5 WORK INCLUDED

A. The work included under this specification consists of furnishing all labor, equipment, materials, and supplies and performing all operations necessary to complete the installation of this structured cabling system in compliance with the specifications and drawings. The Telecommunications contractor will provide and install all of the required material to form a complete system whether specifically addressed in the technical specifications or not. All materials shall be new. Used or refurbished equipment is not permitted. Provide equipment in the original packaging wherever practical.

B. The work shall include, but not be limited to the following:
   1. Furnish and install a complete telecommunications wiring infrastructure.
   2. Furnish, install, and terminate all UTP and Optical Fiber cable
   3. Furnish and install all wall plates, jacks and patch panels.
   4. Furnish and install all required cabinets and/or racks as required and as indicated.
   5. Furnish any other material required to form a complete system.
   6. Perform permanent link or channel testing (100% of horizontal and/or backbone links/channels) and certification of all components. If testing in a channel configuration, patch cord used for testing must be left in place after testing to maintain original channel that was tested.
   7. Furnish test results of all cabling to the owner on disk, listed by each closet, then by workstation ID.
   8. Adhere and comply with all requirements of Legrand Certification program.
   9. Provide owner all documentation including testing for 100 % of the links/channels in approved tester's original electronic format and As-built drawings.
   10. A warranty certificate shall be provided to owner for project. Project will not be considered completed until certificate is received and may delay final payment until certificate is received.

1.6 SUBMITTALS

A. Under the provisions of this request for proposal, prior to the start of work the telecommunications contractor shall:

1. Submit copies of the certification of the company and names of staff that will be performing the installation and termination of the installation to provide proof of compliance of this spec.
2. Submit proof from manufacturer of contractor’s good standing in manufacturer’s program.
3. Submit appropriate cut sheets and samples for all products, hardware and cabling.

B. Work shall not proceed without the owner or owner's representative approval of the submitted items.

1.7 QUALITY ASSURANCE

A. The Legrand CIP telecommunications contractor shall be a company specializing in communication cabling installation. At least 3 of the Certified Contractor’s technicians on their installation and termination crew must be certified by Legrand, or BICSI with a Technicians or ITS Installer 2 level of training.

B. Delivery and receipt of products shall be at the site described in the Scope Section of the specific project documents.

C. Cable shall be stored according to manufacturer's recommendations as a minimum. In addition, cable must be stored in a location protected from vandalism and weather. If cable is stored outside, it must be covered with opaque plastic or canvas with provision for ventilation to prevent condensation and for protection from weather. If necessary, cable shall be stored off site at the contractor's expense.

D. During the installation, and up to the date of final acceptance, the Telecommunications Contractor shall be under obligation to protect his finished and unfinished work against damage and loss. The Telecommunication Contractor shall also be under obligation to protect the finished work of other contractors while the communication installation is underway.

E. If the telecommunications contractor wishes to have a trailer on site for storage of materials, arrangements shall be made with the owner.

F. Installation Reference Standards (all codes and standards compliance will be to the most current revision available), including applicable addendums. Cable installation shall comply with the following:
   1. NEC® 2020: National Electric Code®, 2020. Use the most current revision required by location.
   2. ANSI/TIA-568.0: Generic Communications Cabling for Customer Premises.
   3. ANSI/TIA -568.1: Commercial Building Telecommunications Infrastructure Standard.

4. ANSI/TIA-568.2: Balanced Twisted Pair Telecommunications Cabling and Components Standard.
5. ANSI/TIA-568.3: Optical Fiber Cabling Standard.
6. ANSI/TIA-569: Telecommunications Pathways and Spaces
7. ANSI/TIA-606: Administration Standard for Telecommunications infrastructure.
8. ANSI/TIA-607: Generic Telecommunications Bonding and Grounding (Earthing) for customer premises.
9. ANSI/TIA-758: Customer Owned Outside Plant Telecommunications Infrastructure Standard
10. ANSI/TIA-526-7: Optical Power Measurements of Installed Single Mode Fiber Cable
11. TIA-526-14: Optical Power Loss Measurements of Installed Multimode Fiber Cable
12. TIA-598: Optical Fiber Cable Color Coding.
13. BICSI-TDMM, Building Industries Consulting Services International, Telecommunications Distribution Methods Manual

1.8 DRAWINGS

A. It shall be understood that the electrical details and drawings provided with the specification package are diagrammatic. They are included to show the intent of the specifications and to aid the telecommunications contractor in bidding the job. The telecommunications contractor shall make allowance in the bid proposal to cover whatever work is required to comply with the intent of the plans and specifications.
B. The telecommunications contractor shall verify all dimensions at the site and be responsible for their accuracy.
C. Prior to submitting the bid, the telecommunications contractor shall call the attention of the Miami Dade County Engineer to any materials or apparatus the telecommunications contractor believes to be inadequate and to any necessary items of work omitted.
D. As Built CAD Drawings shall be submitted at the final completion of the project prior to final payment. The drawings shall show all pathways, outlet locations and outlet labeling. Provide in both hard and soft copy to the owner.

1.9 WARRANTY

A. All projects will be installed and tested to fulfill the requirements for an nCompass™ Limited Lifetime Product and Application Assurance Warranty. This warranty will be required as described below for the following systems or system components.

1. Superior Essex Communications LP and Legrand warrant to the owner that the nCompass CAT 6 U/UTP, Copper certified network cabling system installations will meet the defined TIA-568 series industry specifications in effect at the time of product purchase for (40) years from date of product installation. Wireless access points will be tested to Category 6A standards and warranted for a Limited Lifetime (40 years).

2. The nCompass Limited Lifetime Product and Application Assurance Warranty will be extended to include the entire channel provided that the applicable Legrand patch cords and Legrand equipment cords are utilized, and all products are installed within areas protected from outside elements. Channel warranties will support current or future applications that are approved by industry recognized organizations

(IEEE, ANSI/TIA) for transmission over structured cabling systems defined by the TIA-568 standard in effect at the time of the installation. Channel warranties will perform to the specifications listed in the nCompass system data sheets in effect at the start of the installation. Legrand will carry the warranty on the nCompass Limited Lifetime Product and Application Assurance Warranty for (40) years from the installation of the nCompass cabling System.

B. Telecommunication Contractor must submit the following to Legrand:

1. Warranty Application properly completed online.

2. Test results submitted only in electronic format for the copper systems. (Note: hard copies will not be accepted.) The test results must be submitted in original native tester format.

3. All tests must result in a PASS. Pass* (marginal pass) and Fail are not acceptable test results.

4. Each permanent link or channel in the network must be field tested in accordance with the TIA-568 series industry standard AND nCompass testing requirements in force at the time of purchase (nCompass testing requirements take precedence over TIA when differences exist). The installed permanent links and channels must have passed all applicable TIA and nCompass performance requirements. Minimum testing for copper systems Includes Wire Map, Length, Attenuation, Near End Crosstalk, Far End Crosstalk, Return Loss, PSNEXT, ELFEXT, PSELFEXT.

5. Minimum testing for Fiber Optic links Includes horizontal and backbone, Bi-Directional Dual Wavelength, Insertion Loss and Length.

C. The warranty must be submitted on the Legrand Concert portal for review.

D. Once the materials are reviewed, the telecommunication contractor will be notified in writing of acceptance or rejection. If the project is accepted, the Contractor will receive a copy of the signed warranty certificate for the owner. At that time, the telecommunications contractor shall forward the signed warranty registration certificate to the end user.

PART 2 - PRODUCTS

2.1 EQUIVALENT PRODUCTS

A. Due to the nature and type of communications, all products for the purpose of this document, including but not limited to the following, shall have no substitutions allowed.

1. Faceplates, jacks, patch panels, patch / equipment cords and horizontal cable management shall be manufactured by Legrand
2. Fiber optic connectors and splices shall be manufactured by Legrand
3. Fiber optic enclosures and adapters shall be manufactured by Legrand or equivalent manufacturer
4. Racks and vertical cable management shall be manufactured by Legrand or equivalent.

5. Copper cable products shall be manufactured by Superior Essex
6. Fiber optic cable shall be manufactured by Superior Essex
7. Power Distribution Unit (PDU) shall be manufactured by Server Technology

2.2 WORK AREA OUTLETS

The following types of communication outlets shall conform to meet the type of desired mounting application.

Install all outlets in accordance with the construction drawings and configurations shown below.

The T568B wiring scheme shall be used for voice and data jack termination.

A. Wall-Mounted Work Area Outlets (WAO)

1. The WAO shall consist of one flush mount, single gang TracJack, Fog White faceplate with TracJack modules used for data and voice transmission. For White faceplates, -88 is added to the part number to signify white.
2. Approved surface mount box may be used where appropriate.
3. Unused jack positions in faceplate or surface mount box shall have blank covers inserted, color-matched to faceplate.
4. Acceptable part numbers:

Part Number	Color	Description
OR-40300548	Fog White	Single gang, 2-module TracJack faceplate
OR-40300546	Fog White	Single Gang, 4-module TracJack faceplate
OR-404TJ2	Fog White	Surface housing for TracJack - holds 2 modules
OR-40300633	Fog White	Furniture Plate (4 port)
OR-TJ600	Fog White	TracJack category 6 module
OR-TJ600-36	Blue	TracJack Category 6
OR-42100002	Fog White	Blanks (10/package)

B. Wall mounted voice and data WAO, Category 6

1. The WAO will consist of one flush mount, single gang TracJack faceplate in Fog White with minimum of (4) Category 6 modules – **Blue** and/or **fog white** module as determined by Miami Dade County ITD.

C. Modular furniture voice and data workstation outlets

1. For areas of furniture, and where indicated in project documentation, flush mount faceplate configurations will be used.
2. Steelcase furniture and all other furniture locations shall use surface mount box.
3. Acceptable jack part numbers listed above are the same as Section B.

2.3 PATCH PANELS

The following types of modular patch panels shall be installed in accordance with the construction drawings and configurations defined and shown below.

A. Patch Panels for data/voice applications shall:

1. Be used for termination of data station cables
2. Data patch panels will be located at the within the rack. All data locations shall be sequential with wireless access points also within the patch panel and sequential as well.
3. Patch panel for data terminations will be flat patch panels unless otherwise noted by Miami Dade County ITD. Where flat panels are used, horizontal management must also be utilized within the racks.
4. Rear cable management bars must be installed and cables neatly routed and secured to bars included with patch panels. There shall be one rear cable management bar for every 24 modular patch panel ports.
5. Labeling shall be clearly marked using the labeling scheme determined by the

end user.

Part Number	Description
OR-PHD66U24	24 port **flat** patch panel, 1 RU
OR-PHD66U48	48 port **flat** patch panel, 2 RU
OR-PHA66U48	48 port **angled** patch panel, 2 RU

2.4 RACKS, CABINETS, AND CABLE MANAGEMENT

The equipment racks shall provide vertical cable management and support for the patch cords at the front of the rack. Waterfall cable management may be provided at the top of the rack for patch cords and for horizontal cables entering the rack channels, adding protection and to maintain proper bend radius and cable support. Horizontal cable management shall also be mounted where noted on project drawings and/or where specified on racks and above or below equipment on the rack.

Racks shall be black in color. Racks must also be available in white at the owner's discretion.

All rack, cabinets, and cable management installations shall strictly adhere to BICSI, ANSI and TIA installation guidelines to insure maximum performance, protection, space usage and power and thermal management efficiencies.

Rack selection is based on size of space and application as defined on plans and acceptance from Miami Dade County ITD Engineer.

Free Standing Racks, Vertical Managers and Accessories

A. Free-Standing Racks and Vertical Management

Free-standing Racks shall:

1. Provide the necessary strain relief, bend radius and cable routing for proper installation of high performance cross connect products, meeting all specifications of ANSI/TIA-568 current standard.
2. be self-supporting and secured to the floor
3. Have EIA hole pattern on front and rear.
4. Be available in BOTH black and white
5. be correctly bonded and grounded
6. The racks shall be as specified here:

Part Number	Description	Manufacturer
OR-MM20706-B	7'H x 6.5"D, Channel Rack, Black	Legrand
OR-MM200710-B	7'H x 10.5"D, Channel Rack, Black	Legrand
OR-MM20716-B	7'H x 16"D , Channel Rack, Black	Legrand
OR-MM20PDUMB1D1W-B	PDU Button Mount Bracket	Legrand

B. Cable Management – Vertical Between Racks and End of Row

1. A minimum 6.4" wide vertical cable manager with cover shall be utilized and installed between racks and at each end of the row.
2. Black, single-sided vertical cable management with switch-gate door/cover
3. Like manufacturer shall be used for Rack and Cable Management
4. Dual Hinged designed for right or left door opening
5. Must come with Cable Management Spools to manage excess cables in the manager.
6. The acceptable vertical cable management at the recommended 40% fill rate:

Part Number	Description	Manufacturer
OR-MM20VMD706-B	7'h x 6.5"w x 10.25"d front vertical manager with latching door. Fill rate capacity **600 Category 6 cables**	Legrand
OR-MM20VMD710-B	7'h x 10.5"w x 15"d front vertical manager with hinged cover. Fill rate capacity **980 Category 6 cables**	Legrand
ORC-MM20VMD712-B	7'h x 12.5w x 15"d front vertical manager with latching door. Fill rate capacity **1120 Category 6 cables**	Legrand
OR-MM20VMD716-B	7'h x 16.25"wx 15"d front vertical manager with latching door. Fill rate capacity **1640 Category 6 cables**.	Legrand

C. Management – Horizontal Patch Cord Manager

1. 2 Rack Unit, black horizontal, single sided cable manager with hinged cover.
2. Use with flat copper patch panels, fiber optic enclosures and other areas where horizontal patch cord management is required.

3. The acceptable part number shall be

Part Number	Description	Manufacturer
DHMC2RU	2RU Horizontal Manager, 3.5"H x 19"W, double sided	Legrand
SHMC2RU	2 RU, Horizontal Manager, 3.5" H x 19" W, single sided	Legrand

2.5 CABLE SUPPORT

Data and voice cable pathways shall run above the ceilings and shall be supported by cable hanger systems, ladder rack or wire mesh tray.

All backbone fiber shall be armored. The end user may determine to have horizontal fiber non armored.

The pathway design should allow for a minimum of four cable runs per individual workspace. Please see drawing for specific requirements and cable routing plan and design accordingly.

A. J Hooks

1. If Miami Dade County ITD determines that J Hooks are necessary, they will be hung using appropriate hardware as per local code.
2. Installation will meet the requirements of Legrand and Superior Essex for Category 6 cable standards. All J Hooks must be free of possible burrs. 2” J Hooks fill capacity of 60 Category 6 cables and 4” fill capacity of 150 Category 6 cables
3.

Part Number	**Description**	**Manufacturer**
CJ32HP.	2" plastic coated metal J Hook	Cablofil/Legrand
CJ64HP	4" plastic coated metal J Hook	Cablofil/Legrand

B. Ladder Rack

1. Ladder-racks are the standard for Miami Dade County ITD. The Ladder Rack is used for supporting cables in the MDF & IDF. Typical applications are 12” wide ladder-rack as needed, black in color.
2. Provide all connection and supports for the ladder-rack as required.
3. The ladder-rack shall be grounded and bonded as required by Article 250 of the NFPA 70 and adhere to local codes.

C. Wire Mesh Tray

1. Where wire mesh tray is used in lieu of ladder rack, the tray shall be 2”x12” wire grid in nature and sized per NEC. Standard color is silver. Tray and splices shall be UL classified and fire resistant per E90 classification.

2. Products shall be Cablofil (a Legrand company). This includes all fittings which must be Cablofil original parts to support the program. No substitutions are allowed.

3. Wire Mesh Cable Loading

Tray Size	2X4	2X6	2X12	4X4	4X6	4X8
Part Number	CF54/100	CF 54/150	CF54/300	CF105/100	CF105/150	CF105/200
Cat 6 (0.23)	96	144	288	190	288	382
Cat 6A (0.25)	80	122	244	162	242	324

Part Number	Description	Manufacturer
OR-TRT10-12B	12" Ladder-rack	Legrand
OR-P128240HB	Wall Angle Assembly	Legrand
OR-P820147H	Corner Clamp Kit	Legrand
OR-P987527H	J-Bolt Kit	Legrand
OR-TRP11-CM	Transition Pan	Legrand
OR-P820127H	Straight Clamp Kit	Legrand
OR-RCBK-6	Threaded Ceiling Kit	Legrand
OR-P982078H	Vertical Wall Bracket	Legrand
R-P820527HB	Cable Bracket for pathway for power	Legrand
OR-MM20CRB16-B	Runway Bracket	Legrand
OR-GS-8	Grounding Kit	Legrand

D. Cable Tie Wraps

1. Velcro or equivalent hook and loop cable tie wraps shall be used to manage and support cables every 3-5'. It shall be installed snug around data/voice cables without distorting cable jacket.
2. Velcro or equivalent hook and loop cable tie wraps shall be used for proper bundling of all cables in the MDF and IDF's.

2.6 HORIZONTAL DISTRIBUTION CABLE

All horizontal data station cable and voice cable shall terminate on modular patch panels (copper or fiber), or patch/splice cabinets (fiber) in their respective Telecommunications Room or Equipment Room as specified on the drawings and individual project scope.

Data cables shall be 4 pair, 23 AWG, 100-OHM UTP, plenum, category 6. The data module in a workspace outlet shall be served by one 4-pair cable. The outer jacket of the cable shall be in white in color. Part number is listed below.

Traditional voice services may be provided via VOIP (voice over IP) services. As such only a single data/voice cable is required to provide both voice and data services to the desktop. This single data cable shall be 4 pairs 23 AWG, 100-OHM UTP, plenum, category 6 all horizontal cabling. A total of four cables should be ran to comply with current ITD/AOC standards and allow for additional capabilities at the desktop.

All wireless access points shall have two (2) Category 6 cables to each WAP. The cables shall be 4 pairs, 23 AWG, 100 OHM UTP, plenum, Category 6. The plenum cable shall be 0.23" in diameter. The cable must have a guaranteed margin of at least 7dB when installed as a system with Legrand jacks and patch cords. For installation of cables/cords, a two port surface mount box (OR-404HDJ2) can be utilized. Cabling outer jacket shall be blue in color. Part Numbers are listed below.

A. 100 OHM UNSHIELDED TWISTED PAIR CABLE (UTP)

1. Design Make:

a) Superior Essex Category 6 NextGain UTP

Part Number	Color
54-246-2B	Blue BrakeBox (CMP) Plenum
54-246-2A	Blue BrakeBox (CMR) Riser

2.7 BACKBONE CABLE

Multi-Mode or Single mode Fiber Optic Cable will be designed for the backbone. Multi-Mode fiber are 6/12/24-strand laser optimized 50/125 µm plenum rated, armored, tight buffered with Kevlar tensile strength membranes. Single mode fiber will be available in 6/12/24-strand. All fiber shall be UL listed OFNP unless otherwise determined by the owner or owner's representative.

A. Multimode Fiber: Optical Fiber Non-conductive Plenum (OFNP) Tight Buffered With 10 Gigabit Laser Optimized 50/125 Optical Fibers.

There are three distinct types of fiber; selection is based on site application. The color of the outer jacket will vary depending on type selected.

1. Each Multimode Fiber shall be:
   a) Graded-index optical fiber wave-guide with nominal 50/125μm-core/cladding diameter.
   b) Laser optimized multi-mode fibers shall have a minimum effective modal bandwidth of 2000 MHz•km characterized using FOTP-220
   c) Optical Fiber shall be laser optimized and guaranteed for 10 Gigabit Ethernet distances of 300m/300m for 850nm and 1300nm respectively
   d) Optical Fiber shall be laser optimized and guarantee 1 Gigabit Ethernet distances of 1000m/600m for 850nm and 1300nm respectively

2. Physical Characteristics:
   a) Shall be suitable for use in indoor applications.
   b) Shall be suitable for use in risers, plenums and horizontal applications.
   c) Shall be available with a fiber strand count range from 6 to 144 fibers.
   d) Shall have and be marked with an UL-OFNP and OFN FT6 Flame Rating.
   e) Shall comply with the requirements of ICEA S-83-596.
   f) Strength members shall be dielectric and may be either FGE/aramid/yarn.
   g) Buffered fibers shall be color coded in accordance with ANSI/TIA-598 with an overall aqua jacket.
   h) Shall have a ripcord for overall jacket.
   i) Suitable for operation between -20°C to +75°C
   j) Shall be of an all-dielectric design

3. Design Make:
   a) Products being specified are at least OM4 rated and are differentiated by the link length (in meters) supported.
   b) Acceptable part numbers are:

Part Number	Description
L4006P401	SPSX 6-strand multi-mode 50-micron OM4 interlocking-armored CMP fiber
L4012P401	SPSX 12-strand multi-mode 50-micron OM4 interlocking-armored CMP fiber
L4024P401	SPSX 24-strand multimode 50-micron OM4 interlocking armored fiber

B. Single mode Fiber: If determined by Miami Dade County ITD, single mode fiber will be installed instead of or in addition to the multimode fiber listed above. The standard will be Tight Buffer unless otherwise noted. All fiber strands shall be surrounded by synthetic yarn for added strength and crush resistance. The fiber core shall be 8.3 um typical. Jacket color will be yellow. Fiber color coding shall be in accordance with ANSI/TIA-598-D. Supporting distances must meet minimum of 5000m for 10GBase-LR and 10,000m for 10GBase-ER.

Single Mode Fiber Part Number	Description
44006K101	OFNP 6 strand
44012K101	OFNP 12 strand
44024KK01	OFNP 24 strand
43006K101	OFNR 6 Strand
43012K101	OFNR 12 Strand
43024KK01	OFNR 24 Strand

2.8 FIBER OPTIC CONNECTOR OPTIONS

1. Each LC Fiber Connector shall:
   a) Be a Legrand pre-polished fiber connector
   b) Be available in single mode and multimode versions
   c) Have a domed zirconia ferrule.
   d) Be a PC polish type connector.
   e) Accept a nominal fiber diameter of 125 micrometers
   f) Have a typical insertion loss of 0.1 dB for multimode and 0.1 dB for single mode
   g) Connectors must be reusable
   h) Have an insertion loss change of less than 0.2 dB after 500 reconnects.
   i) Be stable over an operating range of –40°C to +75°C.

2. Design Make:

Part Number	Description
OR-205KNT9GA-50T	**Multimode LC** reusable fiber connector
OR-205KNT9SA-09	**Single Mode LC** reusable fiber connector

Note: It is the responsibility of the installation vendor to utilize the updated fiber tool kits for precision installation.

3. Fusion Splice on Connectors may be used in lieu of pre polished mechanical connectors. The splice on connectors must have an elongated boot that completely covers and protects the fusion splice area.

4. Design Make:

Part Number	Description
OR-205KNF9GA-50E	**Multimode: LC Style** Fusion Splice on Connector
OR-205KNF9SA-09	**Single mode: LC** Style Fusion Splice on Connector

2.9 FIBER OPTIC CONNECTING HARDWARE

1. Fiber optic coupler enclosures used may be 2U or 4U, depending on fiber density. Each Fiber Optic Coupler Enclosure shall:
   a) Be available in rack mount 1U, 2U and 4U options
   b) Be a Legrand enclosure or equivalent.

2. Coupler panels shall support 12 fibers in a duplex footprint. Each Fiber Coupler Panel shall be:
    a) Available with LC or SC options (LC shall be used unless specified by site manager)
    b) Support both multimode and single mode applications
    c) Contain application specific alignment sleeves to ensure optimal performance
    d) Be available with ceramic sleeves to support high-bandwidth systems
    e) Be Legrand coupler panels or equivalent manufacturer used for fiber optic coupler enclosure.
    f) Coupler panels (HDFP) are specific to these enclosures.

3. Acceptable part numbers are the following. Refer to drawings and owner for specific enclosure size to use in each location.

2.10 COPPER CABLE PROTECTION UNITS

A. All copper circuits shall be provided with protection between each building with an entrance cable protector panel. All building-to-building circuits shall be routed through this protector. The protector shall be connected with a #6 AWG copper bonding conductor between the protector ground lug and the TC ground point.

2.11 PATCH CORDS

A. If required, the contractor shall provide Legrand factory terminated and tested UTP patch cords and equipment cords for the complete cabling system. The UTP patch cables shall meet the requirements of ANSI/TIA-568-D for patch cord testing. The end user may choose to handle the installation of the patch cords.

B. Patch cord labeling shall match the end users standards and provided drawings. Coordinate with end user IT to create Cable Termination charts and labeling.

C. Copper (UTP) patch cords shall:

1. Use 8 position connector with impedance matched contacts and designed using dual reactance.

Part Number	Description
INFC01U-M4	1 RMU rack mount fiber enclosure
INFC02U-M4	2 RMU rack mount fiber enclosure
INFC04U-M4	4 RMU rack mount fiber enclosure
HDFP-LCD12LC	Multimode 12 fiber LC adapter panel, aqua

HDFP-LCQ24LC	Multimode 24 fiber LC adapter panel, aqua
M4LCD12-50ESA1	Multimode 12 Fiber Splice Cassette, aqua
M4LCD12-50E	Multimode 12 fiber LC Cassette, aqua
M4LCQ24-50EA3A1	Multimode 24 fiber LC Cassette, Aqua

2. Standard Patch Cords shall be constructed of 100 ohm, 4 pair, 24 AWG, stranded conductor, unshielded twisted pair copper per the requirements of the ANSI/TIA-568.2-D standard.
3. Reduced Diameter patch cords shall be 100 ohm, 4 pair, 28 AWG, stranded conductor. The end user will determine the use of reduced diameter cords when the possibility of PoE+ exists. When using PoE+ the cable bundles should not exceed 48 cables.
4. meet TIA category 6 component specifications in ANSI/TIA-568.2-D
   - 100% factory tested to meet category performance of product and
   - ETL or any other nationally recognized 3rd party verification
5. Be capable of universal T568A or T568B wiring schemes.
6. Modular connector shall maintain the paired construction of the cable to facilitate minimum untwisting of the wires.
7. Have a performance marking indelibly labeled on the jacket (by the manufacturer).
8. Have the ability to accept color-coded labels and icons to comply with ANSI/TIA-606-C labeling specifications.
9. Have “snag less” protection for the locking tab to prevent snagging and to protect locking tab in tight locations and provide bend relief
10. Be available in same colors as installed jack
11. Be available in 3 foot, 5 foot, 7 foot, 9 foot, 10 foot, 15 foot and 25 foot standard lengths
12. Be backwards compatible
13. Be manufactured by Legrand
14. Design Make:

Note: The patch cord color shall match the color of the installed jack unless specified.

Category 6 Standard (24AWG)	Category 6 Reduced Diameter (28AWG)	Description
MC605-06	RDC-605-06	Cat6, stranded UTP, Blue, 5'.
MC607-06	RDC607-06	Cat6, stranded UTP, Blue, 7'.
MC609-06	RDC609-06	Cat6, stranded UTP, Blue, 9'
MC615-06	RDC615-06	Cat6, stranded UTP, Blue, 15'

Optical Multimode Fiber patch cords shall:

15. Be a Legrand Patch Cord with LC connectors
16. Contain two (2) multi-mode optical fibers.
17. Use multi-mode, graded-index fibers with a 50-micron core.
18. Be capable of transmission at both 850 nm and 1300 nm wavelengths.
19. Include listing of actual loss of patch cord when packaged
20. Be manufactured in standard lengths of 3 ft, 6 ft, 9 ft, as well as special ordered in any other lengths.
21. Design Make:

Part Number	Description
L3-0101B2EA21XXXY	OM4, LOMF, OFNR, Field Reversible Polarity, XXX=length, Y=unit (Meter-M/Feet-F)

Note: "xxx" = length in feet. This part number is field reversible.

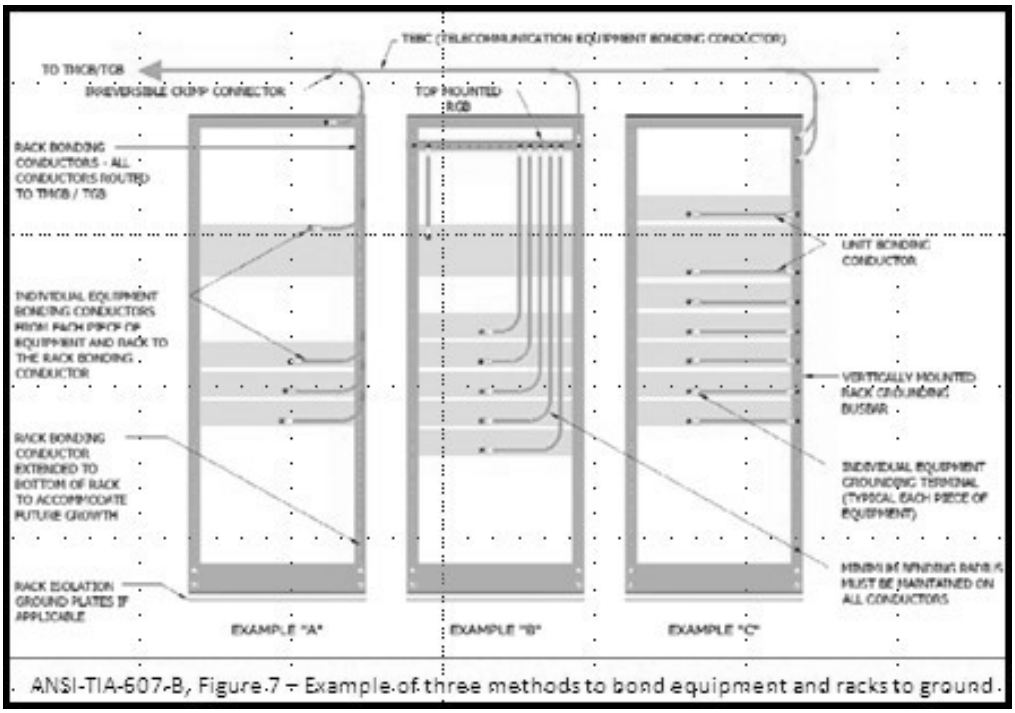
2.12 GROUNDING AND BONDING

A. The facility shall be equipped with a Telecommunications Bonding Backbone (TBB). This backbone shall be used to ground all telecommunications cable shields, equipment, racks, cabinets, raceways, and other associated hardware that has the potential to act as a current carrying conductor. The TBB shall be installed independent of the building's electrical and building ground and shall be designed in accordance with the recommendations contained in the ANSI/TIA-607-C Telecommunications Bonding and Grounding Standard.

B. The main entrance facility/equipment room in each building shall be equipped with a Primary Bonding Busbar (PBB) formerly known as the telecommunications main grounding bus bar (TMGB). Each telecommunications room shall be provided with a Secondary Bonding Busbar (SBB), formerly known as the telecommunications ground bus bar (TGB). The PBB shall be connected to the building electrical entrance grounding facility. The intent of this system is to provide a grounding system that is equal in potential to the building electrical ground system. Therefore,

ground loop current potential is minimized between telecommunications equipment and the electrical system to which it is attached.

C. All racks, metallic backboards, cable sheaths, metallic strength members, splice cases, cable trays, etc. entering or residing in the TR (IDF) or ER (MDF) shall be grounded to the respective PBB or SBB using a minimum #6 AWG stranded copper bonding conductor and compression connectors. Metallic items longer than 30 feet, cable trays, wireways, shall be grounded at regular intervals to reduce impedance of the system. All racks, metallic strength members, splice case, cable trays, etc should be tested for grounding effectiveness. Data shall be recorded and provided with documentation for installation approval.



ANSI-TIA-607-B, Figure.7 – Example of three methods to bond equipment and racks to ground.

D. All wires used for telecommunications grounding purposes shall be identified with a green insulation. Non-insulated wires shall be identified at each termination point with a wrap of green tape. All cables and bus bars shall be identified and labeled in accordance with the System Documentation Section of this specification.

E. All racks that sit on conductive surfaces, such as cement floors with steel reinforcement, shall have isolation pads under them, Part Number OR-IPK.

Bonding Products			
OR-GB4X12TMGBKIT	PBB	Primary	4"X12"
OR-GB4X20TMGBKIT	PBB	Primary	4"x20"
OR-GB2X12GBKIT	SBB	Secondary	2"x12"
OR-GBV36KIT	RBB	Vertical	5/8"x36"
OR-GBV72KIT	RBB	Vertical	5/8"x72"
OR-GBH19KIT	RBB	Horizontal	1"x19.25"
OR-60400010	Rack Lug kit	Rack bonding	Ground lug
OR-IPK	Rack pad	Isolation	Isolation Pad

2.13 FIRESTOP

A. A fire stop system is comprised of the item or items penetrating the fire rated structure, the opening in the structure and the materials and assembly of the materials used to seal the penetrated structure. Fire stop systems comprise an effective block for fire, smoke, heat, vapor and pressurized water stream.

B. All penetrations through fire-rated building structures (walls and floors) shall be sealed with an appropriate fire stop system. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure). Any penetrating item, i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, etc. shall be properly fire stopped.

C. All smoke walls must be fire stopped using a 1 hour F rated UL system.

D. Fire stop systems shall be UL Classified to ASTM E814 (UL 1479) and shall be approved by a qualified Professional Engineer (PE), licensed (actual or reciprocal) in the state where the work is to be performed. A drawing showing the proposed fire stop system, shall be provided to the Owner's Technical Representative prior to installing the fire stop system(s).

E. All areas that have the fire stop compromised due to MAC work (Moves, Adds and Changes) must be restored to the original rating of the firewall (or floor). It is preferred that the products used in the original UL System are used to restore it. If the UL system will no longer restore that penetration to the original rating, the new system used must be approved by the end user or their owner's representative.

PART 3 – EXECUTION

3.1 FIBER BACKBONE—STRANDS OF FIBER WILL VARY DEPENDING ON PROJECT

A. For installations that the backbone cabling is not already installed, install (1) Superior Essex 6/12/24 strand OFNP rated 50/125 micron (OM4) Armored Singlemode and (1) Multimode optical fiber backbone cabling from each of the floors to the MDF, terminate both ends on LC Style Connectors. Terminate backbone optical fiber cabling in

Legrand rack mounted panels.

3.2 COPPER BACKBONE

A. For installations that need a copper backbone, install Category 6A plenum cables from each TR (IDF) to the ER (MDF). Tie cables will terminate onto rack mounted 24 port patch panels at both ends and will be used for extending analog lines or circuits to the floors.

3.3 WORK AREA OUTLETS

A. For furniture system outlets, route cables, destined through the poke-though or stub-up in the cavity of wall or column to the junction box, terminate cables following the manufacture instruction.

B. For floor-mount outlets, route cables to the poke-though through the floor below and terminate cables onto the modules as required.

C. Cables shall be coiled in the in-wall or surface-mount boxes if adequate space is present to house the cable coil without exceeding the manufacturer's bend radius. In hollow wall installations where box-eliminators are used, excess cable can be stored in the wall. No more than 12" of UTP and 36" of fiber slack shall be stored in an in-wall box, modular furniture raceway, or insulated walls. Excess slack shall be loosely coiled and stored in the ceiling above each drop location when there is not enough space present in the outlet box to store slack cable.

D. Cables shall be dressed and terminated in accordance with the recommendations made in the ANSI/TIA-568-D standard, manufacturer's recommendations and best industry practices.

E. Pair untwist at the termination shall not exceed 12 mm (one-half inch). The cable twist should not be altered from the manufacturer orientation. Keep the twist to as close to zero as possible while still allowing for the termination.

F. Bend radius of the horizontal cable shall not be less than 4 times the outside diameter of the cable.

G. The cable jacket shall be maintained to within 25mm (one inch) of the termination point. The cable jacket shall not push on the stuffer caps of the jacks at any time.

H. When installing faceplates with more than one port, data jacks, unless otherwise noted in drawings, shall be located in the top modular position(s) of each faceplate with any blanks installed in the bottom locations.

3.4 HORIZONTAL DISTRIBUTION CABLE INSTALLATION

A. Cable shall be installed in accordance with manufacturer's recommendations and best industry practices.

B. A pull cord (nylon; 1/8" minimum) shall be co-installed with all cable installed in any conduit.

C. Cable raceways shall not be filled greater than the ANSI/TIA-569 maximum fill for the particular raceway type.

D. When J-Hooks are used, installation practices must be compliant with ANSI/TIA-569 and NEC 300.17. It is the responsibility of the cabling contractor to review fill ratios with the Authority Having Jurisdiction before installation.

E. Cables shall be installed in continuous lengths from origin to destination (no splices) except for transition points, or consolidation points.

F. Where transition points or consolidation points are allowed, they shall be located in accessible locations and housed in an enclosure intended and suitable for the purpose.

G. The cabling shall not be painted. Painting the cable voids the warranty and must be replaced.

H. If J-hooks are used to support cable bundles, all horizontal cables shall be supported at a maximum of 48 to 60 inch intervals. The J hooks should be placed randomly. This will avoid degradation in performance in higher category cabling. At no point shall cable(s) rest on acoustic ceiling grids or panels.

I. Horizontal distribution cables shall be bundled in groups of no more than 50 cables. Cable bundle quantities in excess of 50 cables may cause deformation of the bottom cables within the bundle and degrade cable performance.

J. Cable shall be installed above fire-sprinkler systems and shall not be attached to the system or any ancillary equipment or hardware. The cable system and support hardware shall be installed so that it does not obscure any valves, fire alarm conduit, boxes, or other control devices.

K. Cables shall not be attached to ceiling grid or lighting fixture wires. Where support for horizontal cable is required, the contractor shall install appropriate carriers to support the cabling.

L. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the contractor prior to final acceptance at no cost to the end user.

M. Cables shall be identified by a self-adhesive label in accordance with the System Documentation Section of this specification and ANSI/TIA-606. The cable label shall

be applied to the cable behind the faceplate on a section of cable that can be accessed by removing the cover plate.

N. Unshielded twisted pair cable shall be installed so that there are no bends smaller than four times the cable outside diameter at any point in the run and at the termination field.

O. Pulling tension on 4-pair UTP cables shall not exceed 25-lbf for a four-pair UTP cable.

P. When using conduits, it is recommended that a maximum of (2) 90° bends. If a third 90° bend is necessary, the fill ratio must be decreased by 15%. Conduit cable fill percentages, 2 cables=31% fill. 3 cables or more = 40% fill.

Q. Service loops (slack storage) should be stored in a Figure 8 pattern.

R. Refer to Appendix A for distance limitations to avoid EMI interference.

3.5 HORIZONTAL CROSS CONNECT INSTALLATION

A. Cables shall be dressed and terminated in accordance with the recommendations made in the ANSI/TIA-568.0 standard, manufacturer's recommendations and best industry practices.

B. Pair untwist at the termination shall not exceed 13 mm (0.5 inch).

C. Bend radius of the cable in the termination area shall not exceed 4 times the outside diameter of the cable.

D. Cables shall be neatly bundled and dressed to their respective panels or blocks. Each panel or block shall be fed by an individual bundle separated and dressed back to the point of cable entrance into the rack or frame.

E. The cable jacket shall be maintained as close as possible to the termination point.

F. Each cable shall be clearly labeled on the cable jacket behind the patch panel at a location that can be viewed without removing the bundle support ties. Cables labeled within the bundle, where the label is obscured from view shall not be acceptable.

3.6 OPTICAL FIBER TERMINATION HARDWARE

A. Fiber slack shall be neatly coiled within the fiber splice tray or enclosure. No slack loops shall be allowed external to the fiber panel.

B. Each cable shall be individually attached to the respective splice enclosure by mechanical means. The cables strength member shall be securely attached the cable strain relief bracket in the enclosure.

C. Each fiber bundle shall be stripped upon entering the splice tray and the individual fibers routed in the splice tray.

D. Each cable shall be clearly labeled at the entrance to the splice enclosure. Cables labeled within the bundle shall not be acceptable.

E. All spare strands shall be installed into spare splice trays.

3.7 BACKBONE CABLE INSTALLATION

A. Backbone cables shall be installed separately from horizontal distribution cables

B. A pull cord (nylon; 1/8" minimum) shall be co-installed with all cable installed in any conduit.

C. Where cables are housed in conduits, the backbone and horizontal cables shall be installed in separate conduits

D. Where backbone cables are installed in an air return plenum, riser rated cable shall be installed in metallic conduit.

E. Where backbone cables and distribution cables are installed in a cable tray or wire way, backbone cables shall be installed first and bundled separately from the horizontal distribution cables.

F. All backbone cables shall be securely fastened to the sidewall of the TR on each floor.

G. Backbone cables spanning more than three floors shall be securely attached at the top of the cable run with a wire mesh grip and on alternating floors or as required by local codes.

H. Vertical runs of cable shall be supported to messenger strand, cable ladder, or other method to provide proper support for the weight of the cable.

I. Large bundles of cables and/or heavy cables shall be attached using metal clamps and/or metal banding to support the cables.

3.8 COPPER TERMINATION HARDWARE

A. Cables shall be dressed and terminated in accordance with the recommendations made in the ANSI/TIA-568-D standard, manufacturer's recommendations and best industry practice.

B. Pair untwist at the termination shall not exceed 12 mm (one-half inch).

C. Bend radius of the cable in the termination area shall not exceed 4 times the outside diameter of the cable.

D. Cables shall be neatly bundled and dressed to their respective panels or blocks. Each panel or block shall be fed by an individual bundle separated and dressed back to the point of cable entrance into the rack or frame.

E. The cable jacket shall be maintained to within 25 mm (one inch) of the termination point.

F. Each cable shall be clearly labeled on the cable jacket behind the patch panel at a location that can be viewed without removing the bundle support ties. Cables labeled within the bundle, where the label is obscured from view shall not be acceptable.

3.9 RACKS

A. Racks shall be securely attached to the concrete floor using minimum 3/8” hardware or as required by local codes.

B. All racks shall be grounded to the telecommunications ground bus bar in accordance with Section 2.11 of this document.

C. Rack mount screws not used for installing patch panels and other hardware shall be bagged and left with the rack upon completion of the installation.

D. All racks should have a minimum of 36-inch clearance from the walls on all sides of the rack(s) unless local or state codes require otherwise. When mounted in a row, maintain a minimum of 36 inches from the wall behind and in front of the row of racks and from the wall at the end of row unless local or state codes require otherwise.

3.10 FIRESTOP SYSTEM

A. All fire stop systems shall be installed in accordance with the manufacturer’s recommendations and shall be completely installed and available for inspection by the local inspection authorities prior to cable system acceptance.

3.11 GROUNDING SYSTEM

A. The TBB shall be designed and/or approved by a qualified PE, licensed in the state that the work is to be performed. The TBB shall adhere to the recommendations of the TIA-607 standard, and shall be installed in accordance with best industry practice.

B. Installation and termination of the main bonding conductor to the building service entrance ground shall be performed by a licensed electrical contractor.

3.12 IDENTIFICATION AND LABELING

A. All labeling shall match the end user standards and provided drawings. Coordinate with the end user IT to create Cable Termination charts and labeling.

B. All labeling information shall be recorded on the as-built drawings and all test documents shall reflect the appropriate labeling scheme. Labeling shall follow the guidelines of ANSI/TIA-606.

C. All label printing will be machine generated. Self-laminating labels will be used on cable jackets, appropriately sized to the OD of the cable, and placed within view at the termination point on each end. Work Area Outlet and patch panel labels shall be installed on, or in, the space provided on the device. The wiring scheme shall be determined by the end user.

3.13 TESTING AND ACCEPTANCE

A. General

1. All testing shall be performed to the satisfaction of Ortronics, a Legrand brand, so the Limited Lifetime Applications Assurance Warranty can be extended to the end user. Refer to the Legrand website for current approved software and testers at www.legrand.us.

2. All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA-568-D. All pairs of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed.

3. All cables shall be tested in accordance with this document, the ANSI/TIA standards, the Legrand Certification Program Information Manual and best industry practice. If any of these are in conflict, the Contractor shall bring any discrepancies to the attention of the project team for clarification and resolution.

B. Copper Channel Testing

1. All twisted-pair copper cable links shall be tested for continuity, pair reversals, shorts, opens and performance as indicated below. Additional testing is required to verify Category performance. Horizontal cabling shall be tested using a Level III test unit for the installed cabling system performance level, category 5e or category 6 performance compliance as specified in ANSI/TIA-568.2-D.

2. Continuity - Each pair of each installed cable shall be tested using a test unit that shows opens, shorts, polarity and pair-reversals, crossed pairs and split pairs. Shielded/screened cables shall be tested with a device that verifies shield continuity in addition to the above stated tests. The test shall be recorded as pass/fail as indicated by the test unit in accordance with the manufacturers' recommended procedures, and referenced to the appropriate cable identification number and circuit or pair number. Any faults in the wiring shall be corrected and the cable re-tested prior to final acceptance.

3. Length - Each installed cable link shall be tested for installed length using a TDR type device. The cables shall be tested from patch panel to patch panel, block to block, patch panel to outlet or block to outlet as appropriate. The cable length shall conform to the maximum distances set forth in the ANSI/TIA-568-C Standard. Cable lengths shall be recorded, referencing the cable identification number and circuit or pair number. For multi-pair cables, the shortest pair length shall be recorded as the length for the cable.

4. Category 6 performance

   Follow the Standards requirements established in:

   - ANSI/TIA-568.2

   A Level IIIe or better test unit is required to verify category 6 performances.

   The basic tests required are:

   - Wire Map
   - Length
   - Attenuation
   - NEXT (Near end crosstalk)
   - Return Loss
   - ELFEXT Loss
   - Propagation Delay
   - Delay skew
   - PSNEXT (Power sum near-end crosstalk loss)
   - PSELFEXT (Power sum equal level far-end crosstalk loss)

5. Approved UTP Testing Equipment

   A. UTP testing equipment shall be Fluke DSX-5000 Certified tester approved by Legrand for category 6 and/or 5e Link and Channel Testing using the tester's manufacturers approved patch cords and connectors only.

C. Fiber Testing

1. All fiber testing shall be performed on all fibers in the completed end to end system. There shall be no splices unless clearly defined in an RFP. Testing shall consist of an end to end power meter testing. The system loss measurements shall be provided at 850 and/or 1300 nanometers for multimode fibers and 1310 and/or 1550 nanometers for single mode fibers. Single direction

testing is acceptable for certification and warranty.

2. Backbone multimode fiber cabling shall be tested at both 850 nm and 1300 nm (or 1310 and 1550 nm for single mode).

3. Test set-up and performance shall be conducted in accordance with ANSI/TIA-526-14 Standard, Method B(single jumper test), for multimode.

4. Where links are combined to complete a circuit between devices, the Contractor shall test each link from end to end to ensure the performance of the system. ONLY LINK TEST IS REQUIRED. The contractor can optionally install patch cords to complete the circuit and then test the entire channel. The test method shall be the same used for the test described above. The values for calculating loss shall be those defined in the ANSI/TIA Standard.

5. Attenuation testing shall be performed with an approved hand held tester from an industry recognized test equipment manufacturer.

3.14 APPROVED FIBER OPTIC TESTING EQUIPMENT

Fiber Optics testing equipment shall be Fluke DSX-5000 Certified Tester for Fiber Optic Cable Testing.

3.15 APPROVED TESTING EQUIPMENT

A. UTP Testing Equipment

   a. Fluke DSX-5000 certified tester approved by Legrand for Category 6 Link and Channel Testing using the tester's manufacturer approved patch cords and connectors only.

B. Fiber Optic Testing Equipment

   b. Fluke DSX-5000 certified tester approved by Legrand for Fiber Optic Cable Testing.

3.16 SYSTEM DOCUMENTATION

A. Upon completion of the installation, the telecommunications contractor shall provide three (3) full documentation sets to the Engineer for approval. Documentation shall include the items detailed in the sub-sections below.

B. Documentation shall be submitted within ten (10) working days of the completion of each testing phase (e.g. subsystem, cable type, area, floor, etc.). This is inclusive of all test result and draft as-built drawings. Draft drawings may include annotations done by hand. Machine generated (final) copies of all drawings shall be submitted within 30 working days of the completion of each testing phase. At the request of the Engineer, the telecommunications contractor shall provide copies of the original test results.

C. The end user may request that a 10% random field re-test be conducted on the cable system, at no additional cost, to verify documented findings. Tests shall be a repeat of those defined above. If findings contradict the documentation submitted by the telecommunications contractor, additional testing can be requested to the extent determined necessary by the Engineer, including a 100% re-test. This re-test shall be at no additional cost to the Owner.

3.17 PROGRESS DOCUMENTATION

A. Contractor must provide digital picture in the following sequence
    a. 25% completion: 30% Telecommunications Room, 20% of Work Station Outlets
    b. 100% completion: 20% of Telecommunication Room and 10% of the Work Station Outlets.

3.18 TEST RESULTS

A. Test documentation shall be provided electronically within three weeks after the completion of the project. If a hard copy is also required, it shall be clearly marked with the words “Project Test Documentation”, the project name, and the date of completion (month and year). The results shall include a record of test frequencies, cable type, conductor pair and cable (or outlet) I.D., measurement direction, reference setup, and crew member name(s). The test equipment name, manufacturer, model number, serial number, software version and last calibration date will also be provided at the end of the document. Unless the manufacturer specifies a more frequent calibration cycle, an annual calibration cycle is anticipated on all test equipment used for this installation. The test document shall detail the test method used and the specific settings of the equipment during the test as well as the software version being used in the field test equipment.

B. The field test equipment shall meet the requirements of ANSI/TIA-568-D including applicable TSB’s and amendments. The appropriate Level III tester shall be used to verify category 6 cabling systems.

C. Testing generated for each cable by the copper (or fiber) test instrument shall be submitted as part of the documentation package, in electronic format. The telecommunications contractor must furnish this information in electronic form on a CD-ROM or in a format designated by the end user.

D. When repairs and re-tests are performed, the problem found and corrective action taken shall be noted, and both the failed and passed test data shall be documented.

3.19 AS-BUILT DRAWINGS

A. The drawings are to include cable routes, sleeve penetrations and sizes, and outlet locations. Outlet locations shall be identified by their sequential number as defined elsewhere in this document. Numbering, icons, and drawing conventions used shall be consistent throughout all documentation provided. The Owner will provide floor plans in paper and electronic (DWG, AutoCAD rel. 14 or newer) formats on which as-built construction information can be added. These documents will be modified

accordingly by the telecommunications contractor to denote as-built information as defined above and returned to the Owner.

B. The Contractors shall annotate the base drawings and return a hard copy (same plot size as originals) and electronic (AutoCAD) form.

4 WARRANTY AND SERVICES

4.1 WARRANTY

A. The nCompass Warranty combines a Limited Lifetime Extended Product and Application Assurance warranty. Legrand and Superior Essex (Manufacturer) provides the warranty directly to the Miami Dade County ITD.

B. An Extended Product Warranty shall be provided, which warrants functionality of all components used in the system for a Limited Lifetime up to 40 years from the date of registration. The Extended Product Warranty shall warrant the installed horizontal and/or backbone copper, and both the horizontal and the backbone optical fiber portions of the cabling system.

C. A warranty will remain in effect if the cable installed from switch to end user is manufactured by both a Legrand approved manufacturer and Legrand patch cords are installed. If, in that path there are cables manufactured by two different approved cable manufacturers and Legrand patch cords are used, this solution could be covered by the appropriate warranty. The applicable warranty that would apply depends upon the lowest performance cable installed in the path between the switch and the end user.

D. The contractor shall provide a warranty on the physical installation.

4.2 CONTINUING MAINTENANCE

A. MACs shall be performed by a Legrand Certified Contractor at the CIP level (preferred). The moves, adds and changes shall be added to the nCompass ™ warranty when registered with Legrand.

4.3 CLOSE OUT PACKAGE FORMAT

A. Closeout package shall include the nCompass Limited Lifetime Applications Assurance Warranty. Refer to www.nCompass-system.com for specific guidelines.

4.4 PAYMENT

A. Payments for this project will be at the direction of the construction manager. Final payment will be tied to the job completion and acceptance of on-time receipt of all submittals including the closeout package.

4.5 APPROVAL REQUESTS

A. All approval requests/submittals shall be provided to the construction manager and the end user at least three (3) days minimum, preferably two (2) weeks, prior to work being performed. This will allow the construction manager and the end user to respond to requests in a prompt manner.

4.6 FINAL ACCEPTANCE & SYSTEM CERTIFICATION

A. Completion of the installation, in-progress and final inspections, receipt of the test and as-built documentation, and successful performance of the cabling system for a two week period will constitute acceptance of the system. Upon successful completion of the installation and subsequent inspection, the end user shall be provided with a numbered certificate, from Legrand registering the installation.

APPENDIX A - DISTANCE LIMITATIONS

Raceway Installation

1. Separation from EMI Sources:

   a. Comply with BICSI TDMM 13th edition and ANSI/TIA-569-D for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.

   b. Separation between open communications cables or cables in **non-metallic raceways** and unshielded power conductors and electrical equipment shall be as follows:

      1) Electrical Equipment Rating Less Than 2kVA: A minimum of (5") five inches.

      2) Electrical Equipment Rating between 2 and 5kVA: A minimum of (12") twelve inches.

      3) Electrical Equipment Rating More Than 5kVA: A minimum of (24") twenty-four inches.

   c. Separation between communications cables in **grounded metallic raceways** and unshielded power lines or electrical equipment shall be as follows:

      1) Electrical Equipment Rating less than 2KVA: A minimum of (2-1/2") two and one-half inches.

      2) Electrical Equipment Rating between 2 and 5KVA: A minimum of (6") six inches.

      3) Electrical Equipment Rating More Than 5KVA: A minimum of (12") twelve inches.

d. Separation between Communications Cables and **Fluorescent Fixtures:** A minimum of (5”) five inches.

APPENDIX B – PART NUMBERS

	Part Number	Description
Bonding	OR-60400010	Rack bonding lug kit
	OR-GB2X12GBKIT	SBB, 2"x12"
	OR-GB4X12TMGBKIT	PBB, 4"x12"
	OR-GB4X20TMGBKIT	PBB, 4"x20"
	OR-GBH19KIT	RBB, Horizontal, 1"x19.25"
	OR-GBV36KIT	RBB, Vertical, 5/8"x36"
	OR-GBV72KIT	RBB, Vertical, 5/8"x72"
	OR-IPK	Rack Isolation Pad
Cable - Copper	54-246-2A	Category 6, NextGain, Blue BrakeBox (CMR) Riser
	54-246-2B	Category 6, NextGain, Blue BrakeBox (CMP) Plenum
Copper Patch Cord	MC605-06	Cat6, stranded UTP, BLUE, 5’
	MC607-06	Cat6, stranded UTP, BLUE, 7’
	MC609-06	Cat6, stranded UTP, BLUE, 9’
	MC615-06	Cat6, stranded UTP, BLUE, 15’
	RDC605-06	Cat6, stranded UTP, BLUE 5’, Reduced Diameter
	RDC607-06	Cat6, stranded UTP, BLUE, 7’, Reduced Diameter
	RDC609-06	Cat6, stranded UTP, BLUE, 9’, Reduced Diameter
	RDC615-06	Cat6, stranded UTP, BLUE, 15’, Reduced Diameter
Faceplate	OR-40300548	Single gang, 2-module TracJack faceplate, Fog White
	OR-40300546	Single Gang, 4-module TracJack faceplate, Fog White
	OR-42100002	Blanks (10/package), Fog White
Fiber Cable	L4006P401	SPSX 6-strand multi-mode 50-micron OM4 interlocking-armored CMP fiber
	L4012P401	SPSX 12-strand multi-mode 50-micron OM4 interlocking-armored CMP fiber
	L4024P401	SPSX 24 fiber multimode OM4 interlocking armor CMP fiber

Fiber Accessories	HDFP-LCD12LC	Multimode 12 fiber LC adapter panel, aqua
	HDFP-LCQ24LC	Multimode 24 fiber LC adapter panel, aqua
	M4LCD12-50ESA1	Multimode 12 Fiber Splice Cassette, aqua
	M4LCD12-50E	Multimode 12 Fiber Cassette, Aqua
	M4LCQ24-50EA3A1	Multimode 24 Fiber Cassette, Aqua
Fiber Connector	OR-205KNF9GA-50E	**Multimode: LC Style** Fusion Splice on Connector
	OR-205KNF9SA-09	**Single mode: LC** Style Fusion Splice on Connector
	OR-205KNT9GA-50T	**Multimode LC** reusable fiber connector
	OR-205KNT9SA-09	**Single Mode LC** reusable fiber connector
Fiber Enclosure	INFC01U-M4	1 RMU rack mount fiber enclosure
	INFC02U-M4	2 RMU rack mount fiber enclosure
	INFC04U-M4	4 RMU rack mount fiber enclosure
Fiber Patch Cord	QFJ-4242-269A-xxx	Field Reversible, Single-mode, OS2,OFNR, xxx=feet of cord
	QFJ-4242-28CA-xxx	Field Reversible, OM4, LOMF, OFNR, xxx=feet of cord
Furniture Module	OR-40300633	Furniture Plate (4 port), Fog White, TJ
Grounding	OR-GS-8	Grounding Kit
Horizontal Manager	OR-MM6HM62RU	2 RU, Horizontal Manager, 3.5" H x 19" W, single sided
	OR-MM6HM6D2RU	2RU Horizontal Manager, 3.5"H x 19"W, double sided
J-Hooks	CJ32HP	2” plastic coated metal J Hook
	CJ64HP	4” Plastic coated metal J Hook
Jack	OR-TJ600	TracJack category 6 module , Fog White
	OR-TJ600-36	TracJack Category 6, Blue
Ladder Rack	OR-MM20CRB16-B	Runway Bracket
	OR-P128240HB	Wall Angle Assembly
	OR-P820127H	Straight Clamp Kit
	OR-P820147H	Corner Clamp Kit

	OR-P820527HB	Cable Bracket for pathway for power
	OR-P982078H	Vertical Wall Bracket
	OR-P987527H	J-Bolt Kit
	OR-RCBK-6	Threaded Ceiling Kit
	OR-TRP11-CM	Transition Pan
	OR-TRT10-12B	12" Ladder-rack
Patch Panel	OR-PHD66U24	24 port **high density flat** patch panel, 6 port modules. 1 RU
	OR-PHD66U48	48 port **high density flat** patch panel, 6 port modules, 2 RU
	OR-PSA66U48	48 port **high density angled** patch panel, , 6 port modules, 2 RU
Racks	OR-MM200710-B	7'H x 10.5"D, Channel Rack, Black
	OR-MM20706-B	7'H x 6.5"D, Channel Rack, Black
	OR-MM20716-B	7'H x 16"D , Channel Rack, black
Rack Accessories	OR-MM20PDUMB1D1W-B	PDU Button Mount Bracket
Surface Mount Plate	OR-404TJ2	Surface housing for TracJack - holds 2 modules, Fog White
Vertical Manager	OR-MM20VMD706-B	7'h x 6.5"w x 10.25"d front vertical manager with latching door.
	OR-MM20VMD710-B	7'h x 10.5"w x 15"d front vertical manager with hinged cover.
	OR-MM20VMD712-B	7'h x 12.5w x 15"d front vertical manager with latching door.
	OR-MM20VMD716-B	7'h x 16.25"wx 15"d front vertical manager with latching door.

Exhibit E6

List of Consultants/Sub Consultants for New Construction

1. Architecture Consultant
2. Interior Design Consultant
3. Civil Engineer
4. Landscape Architect
5. Mechanical, Electrical, Plumbing, Fire Protection Engineering
6. Structural Engineer
7. LEED Consultant
8. Cost Estimating Consultant
9. Signage Consultant
10. Lighting Consultant
11. Acoustic Consultant
12. Project Integrator Consultant
    1. Low Voltage
    2. Audio Visual
13. Permit Expediting

Exhibit F

Agreement of Subordination, Non-Disturbance And Attornment

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: Citibank, N.A. Transaction Management Group/ Post Closing 390 Greenwich Street, 2nd Floor New York, NY 10013 Attn: Tanya Jimenez Deal ID # 23647	

Space above this line for recorder's use

AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

This Agreement of Subordination, Non-Disturbance and Attornment (the "Agreement") is made on _____ by and among _____, a _____ ("Lessee"), _____, a _____ ("Owner"), and **Citibank, N.A.**, a national banking association (together with its successors and/or assigns, as their interests may appear, collectively "Lender").

RECITALS

WHEREAS, Lessee entered into a written Lease of _____, dated _____ [and Amendments to Lease of _____, dated _____ and _____] (together with any other amendments, modifications, renewals, or extensions thereof, whether now or hereafter existing, collectively, the "Lease") with Owner, for exclusive possession of the _____ area(s) at Owner's real property [containing ____units of multifamily residential project located at _____] more particular by described in *Schedule A* attached hereto, known or to be known as _____ Apartments (the "Property");

WHEREAS, Owner has applied to Lender for a loan in the maximum principal amount of $_____ (the "Loan") for the [refinancing, construction, rehabilitation, development, equipping and/or operation] of the Property;

WHEREAS, the Loan is secured by, among other things, that certain [Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing] dated as of _____ executed by Owner for the benefit of Lender (together with any renewals, extensions, modifications, consolidations, and replacement thereof, collectively, the "Security Instrument"), which Security Instrument encumbers the Property;

WHEREAS, among other things, the Security Instrument and the note evidencing the Loan secure the Loan; and

WHEREAS, the Lease is of mutual benefit to Lender, Owner, and Lessee.

NOW, THEREFORE, in consideration of the mutual benefits accruing to Lender, Owner, and Lessee, and other valuable consideration, the receipt and sufficiency of which is acknowledged.

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. The Security Instrument shall be and remain at all times a lien or charge on the Property prior and superior to the Lease, to the leasehold estate created by the Lease, and to all rights and privileges of Lessee under the Lease, and the Lease, and all rights options, liens and benefits under the Lease is and shall at all times be subject and subordinate to the Security Instrument. Notwithstanding the foregoing, as between the named Owner and the named Lessee, nothing contained in this Agreement shall be deemed to excuse, reduce or waive any of the named Owner's or named Lessee's rights and obligations under the Lease.

2. Provided Lessee, or its successors or assigns, is not declared in default under any of the provisions, covenants, or conditions of the Lease on the part of the Lessee to be kept or performed that continue beyond the expiration of the applicable notice and cure periods, neither the Lease nor any of the rights of Lessee under the Lease shall be terminated or modified, or be subject to termination or modification, including any extension rights, nor shall Lessee's possession be disturbed or interfered with, by any act, action, or proceeding to foreclose the Security Instrument or by any act, action, or proceeding of any subsequent purchaser thereunder.

3. In the event the reversionary interest and fee title to the Property demised by the Lease, or either, is transferred to and owned by Lender or any purchaser by reason of a foreclosure or conveyance in lieu thereof pursuant to the Security Instrument: [a] Lessee, its successors or assigns, shall be bound to Lender or such purchaser as Lessor, in accordance with the terms, covenants and conditions of the Lease for the balance of the term remaining, and any extensions thereof, with the same force and effect as if Lender or such purchaser were the named Lessor in the Lease; [b] Lender, or such purchaser, shall be bound to Lessee, or its successors or assigns, in accordance with the terms and covenants and conditions of the Lease for the balance of the term remaining, and any extensions thereof, with the same force and effect as if Lender or such purchaser were the named Lessor in the Lease; and [c] Lessee, its successors or assigns, does hereby attorn to Lender or such purchaser as the landlord under the Lease, said attornment to be effective and self-operative, without the execution of any other or further instrument, immediately upon acquisition of title or succession of interest, but Lessee agrees to deliver an agreement confirming such attornment in a form reasonably acceptable to Lessee, at the request of Lender or such purchaser.

4. Lender in making or authorizing disbursements pursuant to the Security Instrument and the note secured thereby is under no obligation to Lessee as to application of the proceeds by any person or entity and any application of or use of proceeds for purposes other than provided in the note, Security Instrument, or related agreement(s) shall not defeat the subordination, non-disturbance, and attornment as provided in this Agreement.

5. Lender, Owner, or Lessee may cause this Agreement to be recorded in the Official Records of the County in which the Property is located.

6. This Agreement contains the entire agreement and understanding of Lessee, Owner, and Lender concerning the subordination, non-disturbance, and attornment of the Lease, and supersedes and replaces all prior and contemporaneous negotiations and agreements as to those subjects. No amendment, modification, or change to this Agreement shall be binding unless set forth in writing duly executed by all parties to be bound or affected by such amendment, modification, or change.

7. The prevailing party in any action or special proceeding arising out of or related to this Agreement shall be entitled to recover its reasonable attorney's fees.

8. This Agreement shall be governed by and interpreted under the laws of the State of Florida.

9. Nothing contained in this Agreement will prevent Lender from naming Lessee in any foreclosure or other action or proceeding initiated by Lender pursuant to the Security Instrument to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.

10. Lessee agrees that Lender or such purchaser will not be liable for, subject to or bound by any of the following:

    (a) claims, offsets or defenses which Lessee might have against Owner, except for a default of a continuing nature that continues to accrue or exist after Lender or such purchaser obtains title to or control of the Property ("Continuing Default");

    (b) acts or omissions of Owner, except for a Continuing Default;

    (c) rent or additional rent which Lessee might have paid for more than the current month;

    (d) any security deposit or other prepaid charge paid to Owner, unless and to the extent Lender or such purchaser actually receives the same;

    (e) construction or completion of any improvements for Lessee's use and occupancy;

    (f) warranties of any nature whatsoever, including any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Owner's title, Owner's authority, habitability, fitness for purpose or possession; or

    (g) amendments or modifications of the Lease made without Lender's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

11. Lessee will look solely to Lender's or such purchaser's interest in the Property for the payment and discharge of any obligation or liability imposed upon Lender or such

purchaser under the Lease; provided, nothing in this paragraph exempts Lender or such purchaser from liability for breaches of the Lease, or limits Lessee's remedies for such breaches or for interference with Lessee's right to possession of the Premises, as to executory obligations under the Lease following acquisition of the Property by Lender or such purchaser, but instead this paragraph acts as a cap on the liability of Lender or such purchaser measured by its equity in the Property.

12. To the best of the knowledge of the Lessee, and at the time of execution of this Agreement, there does not exist any default, claim, controversy or dispute under the Lease. Lessee has not commenced any action nor sent or received any notice to terminate the Lease, or that any default exists under the Lease.

13. Lessee agrees that it will deliver to Lender a copy of all notices of default or termination received by it under the terms of the Lease. All notices, demands and other communications ("Notices") under or concerning this Agreement or the Lease must be in writing. Each Notice shall be addressed to the intended recipient at its address set forth below, and will be deemed given on the earliest to occur of (1) the date when the Notice is received by the addressee; (2) the first Business Day after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. The term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business at its retail branches in the State of California. Any party to this Agreement may change the address to which Notices intended for it are to be directed by means of Notice given to the other party in accordance with this section. Each party agrees that it will not refuse or reject delivery of any Notice given in accordance with this section, that it will acknowledge, in writing, the receipt of any Notice upon request by the other party and that any Notice rejected or refused by it will be deemed for purposes of this section to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

Any Notice, if given to Lender, must be addressed as follows:

Citibank, N.A.
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Transaction Management Group
Deal ID No. 23647
Facsimile: (212) 723-8209

AND

325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attention: Operations Manager/Asset Manager

Deal ID No. 23647
Facsimile: (805) 557-0924

[when used, find out if FL address should replace CA address]

Any Notice, if given to Lessee, must be addressed as follows:

_____
_____
_____

Any Notice, if given to Owner, must be addressed as follows:

_____
_____
_____

_____
_____
_____

14. Lessee acknowledges that the Owner may execute and deliver to Lender an assignment of the Lease as security for the obligations under the Loan. Lessee expressly consents to such assignment.

15. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors, successors-in-title and assigns.

16. This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

Signature page of Lessee to Agreement of Subordination, Non-Disturbance and Attornment Agreement among_____, _____ and Citibank, N.A.

_____,
a _____

By: _____
Name:
Title:

LESSEE'S ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by ___ personal appearance or ___ remote online notarization this _____ ____, 20__ by _____, as _____ of _____, a _____, on behalf of the _____. He/she is ___personally known to me or presented _____ as identification.

_____
Print name: _____
Notary Public, State of _____
My commission expires: _____

(Seal)

Signature page of Owner to Agreement of Subordination, Non-Disturbance and Attornment Agreement among _____, _____ and Citibank, N.A.

_____,
a _____

By: _____,
a _____, its
_____

By:_____
Name:
Title:

OWNER'S ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by ___ personal appearance or ___ remote online notarization this _____ ____, 20__ by _____, as _____ of _____, a _____, on behalf of the _____. He/she is ___personally known to me or presented _____ as identification.

_____
Print name: _____
Notary Public, State of _____
My commission expires: _____

(Seal)

Signature page of Lender to Agreement of Subordination, Non-Disturbance and Attornment Agreement among _____, _____and Citibank, N.A.

"LENDER"

Citibank, N.A.

By:_____
Name:
Title:

LENDER'S ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by ___ personal appearance or ___ remote online notarization this _____ ____, 20__ by _____, as _____ of Citibank, N.A., a national banking association, on behalf of the bank. He/she is ___personally known to me or presented _____ as identification.

_____
Print name: _____
Notary Public, State of _____ _____
My commission expires: _____

(Seal)

SCHEDULE A

Legal Description

1785 Northwest 35th Street, Miami, Florida 33142
Folio number: 01-3127-009-0140

Lots 18, 19, 20, 21, 22, 23, 24, 25, and 26 of COLONNA SUBDIVISION, according to the Plat thereof, as recorded in Plat book 11, at Page 69, of the Public Records of Miami-Dade County, Florida.

Exhibit G

Library Budget Estimate and Schedule of Values

LIBRARY BUILDOUT FOR 8,500 S.F. ALLAPATTAH BRANCH LIBRARY (ABOVE GRAY SHELL)				
Library Buildout by Developer (Above Gray Shell)	**Approx. Tenant Space Size (s.f.)**	**Tenant space on the ground floor - Retail/Storefront Space Within a Development**	**Cost**	**Notes**
Permitting & Construction	8,500	$ 399.00	$ 3,391,500.00	**Includes** interior fit out and space planning: interior walls, interior doors, hardware, floor slab finish floors and ceilings, ductwork, lighting, alarms, controls, window treatments, kitchenette, plumbing fixtures, partitions and accessories, electrical wiring and low voltage wiring and trim, signage, HVAC system, fire suppression system, fire alarm system, Building management system and controls. **Excludes** "Gray Shell" - building envelope (walls, doors, windows, canopies, etc.), structure, electrical runs to tenant space, plumbing runs to tenant space
Furniture and Fixtures	8,500	$ 75.00	$ 637,500.00	
IT Equipment	8,500	$ 57.65	$ 490,000.00	Technology equipment
Project Contingency		$	$ 402,900.00	10% Project Contingency
Library Buildout Total			**$ 4,921,900.00**	

EXHIBIT H

INSURANCE REQUIREMENTS

(A) Property Insurance. "All risk" property insurance with extended coverage against loss or damage by windstorm, flood, vandalism, malicious mischief, and sprinkler leakage.

1. Amounts. As to windstorm and flood, such coverage shall be in the amounts required by the Developer's Mortgagees, and as to all other perils such coverage and shall provide for 100% of the replacement cost of Developer's improvements to the Property (excluding foundation, and excavation costs, and all improvements within the Library County space beyond the Gray Shell Buildout ("County's Improvements"), as reasonably determined from time to time, including the expense of the removal of debris as a result of damage by an insured peril (collectively, the "Insured Property") on the Property.

2. Deductibles. The maximum deductibles for such coverage shall be as follows: (A) as to flood and windstorm, Five Percent (5%) of the completed building value; and (B) as to all other perils, such reasonable amount or percentage as is approved by the Developer's Mortgagees.

3. Loss Payees and Insureds. Developer and all of Developer's Mortgagees shall be named as loss payees. The County will self-insure or provide its own insurance coverage with respect to the County's Improvements.

(B) Boiler and Machinery Insurance. Boiler and machinery insurance covering repair and replacement of all boilers and machinery serving or benefiting the Insured Property.

(C) Other Insurance to be Carried. Developer, at its sole cost and expense, shall maintain the following insurance, as to which Developer and all of Developer's Mortgagees shall be named as loss payees and the County shall be an additional insured as its interest may appear:

(i) CGL Insurance. Commercial General Liability insurance on a commercial general liability coverage form with "broad form" coverage, or its equivalent, including contractual liability, products and completed operations, personal injury, garage keepers liability, and products and completed operations, personal injury, and premises coverage against sums adjudicated to be payable by the insured on account of bodily injury, death or property damage occurring in or about the Property (it being understood, however, that such coverage does not extend to damage to property in the insured's care, custody and control).

(1) Amounts. The limits of such coverage shall not be less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate single limit for bodily injury and property damage No deductible in excess of amounts approved by the Developer's Mortgagees will be carried under this coverage without Developer's prior written consent, which shall not be unreasonably withheld.

(2) Umbrella Policy. Developer shall further maintain an excess liability umbrella policy whose limits shall not be less than a combined single limit of Five Million Dollars ($5,000,000).

(ii) Builder's Risk. During any periods of: (1) excavation and/or construction; (2) alteration; (3) restoration in the event of damage or destruction or condemnation; or (4) razing or demolition, at, in or on the Property by Developer as to the Insured Property or any part of it, an all risk Builder's Risk policy (including extended coverage for fire, lightning,

earth movement, flood, collapse, business interruption, hurricane, boiler and machinery) covering the interests of Developer and County. Such policy shall insure that portion of the Insured Property that is affected by such activities for not less than One Hundred Percent (100%) replacement cost on a completed value basis (including foundations and pilings), and shall include coverage for the increased cost of construction due to the enforcement of any laws, as well as the contingent liability from the operation of buildings, and coverage for the demolition cost of undamaged portions of buildings.

(iii) Worker's Compensation. Worker's compensation and occupational disease coverage with respect to workers included in, and in the amounts and types required by, Chapter 440, F.S., or any successor thereto.

(iv) Automobile Liability. Automobile liability insurance covering all owned, non-owned and hired vehicles used by Developer in conjunction with operations covered by this Agreement. The policy or policies of insurance shall contain such limits as may be reasonably requested by Developer from time to time but not less than One Million ($1,000,000) Dollars.

(D) Insurance to be Maintained by Developer's General Contractor. At all times during the construction of the Project, Developer will cause its general contractor to maintain in force pollution liability coverage as to which Developer and all of Developer's Mortgagees shall be named as loss payees and the County shall be an additional insured as its interest may appear against sums adjudicated to be payable by the insured on account of bodily injury, death or property damage occurring in or about the Property arising from environmental pollution. The limits of such coverage shall not be less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate single limit for bodily injury and property damage

EXHIBIT I-1

Gray Shell Buildout

1) Building envelope and structure: a) all exterior walls, doors, windows/storefronts within the Library premises, (public access doors/storefronts shall be fitted with hardware to enable Library to install mechanisms/motors for automatic/handsfree opening)
b) structural frame to consist of columns, walls, etc. as may be applicable and
c) storefront system with Miami-Dade County Notice of Acceptance (NOA) to consist of standard aluminum and glass system with single and/or double doors as applicable.
d) exterior lighting outside the Library premises
e) exterior ramps, handrails, and other accessibility requirements

2) Floors: concrete slab

3) Walls: all interior walls are to be by others.

4) Ceilings: none -exposed to the deck above.

5) Utilities (water and sewer):
a) separately metered water service will be stubbed into the Library premises (service size to be determined),
b) all water distribution will be by others,
c) a capped sewer line will be stubbed into the Library premises (line size to be determined),
d) all below and above grade sewer piping to be by others,
e) all plumbing fixtures are by others.

6) HVAC:
a) infrastructure for mechanical equipment, including roof stands/curbs, and walking pads for mechanical units and associated electrical infrastructure from Library premises to roof for equipment,
b) condensate drainage stub-up for all library mechanical equipment to be run outside of library space through exterior of building as per code
c) all mechanical equipment, ductwork, distribution, Building Management System (BMS), etc. are by others.

7) Electrical and data/telephone:
a) separate electrical infrastructure (empty conduits) from main electrical room to Library premises (Library premises to be separately metered),
b) separate data/telephone infrastructure from main telephone/data room(s) to leased premises (Library premises to be separately metered),
c) all electrical distribution, equipment, wiring, devices, fixtures, etc. to be by others,
d) all data and telephone distribution, equipment, cabling, devices, etc. to be by others.

8) Life safety systems (fire sprinklers & fire alarm): all life safety systems as required for a gray shell (Library premises to be separately metered).

EXHIBIT I-2

Library Buildout (Finish Shell)

All Project elements within the Library tenant space above the Gray Shell Buildout, including but not limited to the following:

1) all interior improvement work including interior walls, finished floors, finished ceilings, interior doors and hardware, cabinets/millwork, lighting/plumbing fixtures, etc.,

2) all below- and above-grade mechanical/plumbing/electrical distribution, equipment (including rooftop), devices, fixtures, wiring, cabling, ductwork, piping, devices, Building Management System (BMS), etc.,

3) all life safety systems required for an operable library,

4) CCTV, access control, AV, telecommunications and data systems,

5) all furniture, furnishings, fixtures and equipment, and

6) all interior and exterior signage, including electrical infrastructure and distribution.