MEMORANDUM

IITC
Agenda Item No. 2(C)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	November 12, 2026
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving the Second Amendment to the Coconut Grove Metrorail Lease Agreement between Miami-Dade County and GRP Grove Metro Station LLC and authorizing the County Mayor to execute the Second Amendment and to exercise the rights and perform the obligations of the County thereunder, subject to the limitations in the lease

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

for
Geri Bonzon-Keenan
County Attorney

GBK/uw

MEMORANDUM

(Revised)

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

DATE: January 20, 2027

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**

_____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING THE SECOND AMENDMENT TO THE COCONUT GROVE METRORAIL LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND GRP GROVE METRO STATION LLC AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SECOND AMENDMENT AND TO EXERCISE THE RIGHTS AND PERFORM THE OBLIGATIONS OF THE COUNTY THEREUNDER, SUBJECT TO THE LIMITATIONS IN THE LEASE

WHEREAS, Miami-Dade County and GRP Grove Metro Station LLC are parties to a lease agreement for a transit-oriented development at or near the Coconut Grove Metrorail Station; and

WHEREAS, Miami-Dade County and GRP Grove Metro Station wish to amend the lease agreement to clarify how the lease may be amended, in a manner with other transit-oriented development leases, to effectuate a partial transfer of the demised premises to potentially bifurcate the lease into two leases covering (1) the retail and parking garage phases and (2) the residential phase; and

WHEREAS, this amendment may lead to a greater ability to efficiently develop and maintain the transit-oriented development; and

WHEREAS, a successful transit-oriented development promotes the County's interest of maximizing revenue and transit ridership,

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

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

Section 2. This Board approves the Second Amendment to the Coconut Grove Metrorail Lease Agreement between Miami-Dade County and GRP Grove Metro Station LLC, in substantially the form attached hereto and authorizes the County Mayor or the County Mayor's designee to execute the Second Amendment and to exercise the rights and perform the obligations of the County thereunder, subject to the limitations in the lease.

The foregoing resolution was sponsored by Commissioner Raquel A. Regalado and 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	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of January, 2027. 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.



Bruce Libhaber

SECOND AMENDMENT TO COCONUT GROVE METRORAIL LEASE

THIS SECOND AMENDMENT TO COCONUT GROVE METRORAIL LEASE (this "**Amendment**"), dated as of the _____ day of _____, 2026, made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through its Department of Transportation and Public Works (the "**Landlord**"), and GRP GROVE METRO STATION LLC, a Delaware limited liability company, having an office and place of business at 3310 Mary Street, #302, Coconut Grove, FL 33133 (the "**Tenant**").

R E C I T A L S

A. Landlord and Tenant previously entered into that certain Coconut Grove Metrorail Lease dated December 28, 2015, as memorialized by that certain Memorandum of Ground Lease recorded January 8, 2016, in Official Records Book 29919, Page 252, of the Public Records of Miami-Dade County, Florida (the "**Original Lease**"), as amended pursuant to a certain First Amendment of Coconut Grove Metrorail Lease, dated December 28, 2020, recorded September 3, 2021, in Official Records Book 32718, Page 4151, of the Public Records of Miami-Dade County, Florida (the "**First Amendment**; and together with the Original Lease, the "**Lease**" or "**Lease Agreement**") with respect to the property legally described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Demised Premises**").

B. Pursuant to Section 1.2 of the Lease Agreement, Landlord obtained, at Tenant's expense, a certified appraisal reflecting that the improved value of the Lease Agreement had an appraised value in excess of $20 million and in accordance with Section 125.35, Florida Statutes, the expiration date of the initial term of the Lease Agreement was extended to February 28, 2053 (the "**Extended Expiration Date**"), subject to the automatic extensions set forth in the Lease Agreement.

C. Under the terms of the Lease Agreement, Tenant agreed to provide, among other things, certain station improvements to the Station at a cost not to exceed a $5,000,000 Station Improvement Allowance.

D. Following Landlord's request, Tenant agreed to modify and enhance the scope of the station improvements under the Lease Agreement, which modified and enhanced scope, as of the Amendment Effective Date (as defined below), has a cost in excess of an additional $2,000,000 above the Station Improvement Allowance.

E. The Lease Agreement currently contemplates the development, ownership, and operation of the Demised Premises in Phases as set forth on Schedule 3.2, and pursuant to Section 17.1 of the Lease Agreement, Tenant has the right to transfer portions of the Demised Premises through a sublease or other document of transfer, and the Lease may be amended to effectuate such partial transfer of the Demised Premises.

F. Tenant has requested, and Landlord has agreed to clarify how the Lease may be amended, in a manner consistent with other transit oriented development leases with Landlord, to effectuate a partial transfer of the Demised Premises that bifurcates the Lease into two (2) separate

leases covering (1) the retail and parking garage Phases; and (2) the residential Phase, as such Phases are described on Schedule 3.2 attached to the Lease Agreement.

G. Landlord and Tenant desire to amend the Lease Agreement as set forth above and as otherwise provided under the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, each for themselves and their respective successors and assigns, do hereby covenant and agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing Recitals are true and correct and are incorporated in and made a part of this Amendment by reference. Capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Lease Agreement.

2. **Defined Terms.**

(a) The definition of "Lender" is hereby amended to read as follows:

"Lender shall mean any Leasehold Mortgagee, any Subleasehold Mortgagee and any Mezzanine Lender."

(b) The following definitions are hereby added to Article 2 of the Lease in correct alphabetical order:

(i) Bifurcated Lease shall have the meaning ascribed to such term in Section 17.12(a).

(ii) Bifurcated Parcel shall have the meaning ascribed to such term in Section 17.12(a).

(iii) Bifurcation Agreement shall have the meaning ascribed to such term in Section 17.12(a).

(iv) Master Covenants shall mean those certain covenants, conditions restrictions and easements for the Project to be prepared by or on behalf of Tenant and approved by Landlord in accordance with Section 17.13(c), which approval shall not be unreasonably withheld, conditioned, or delayed, and shall be recorded in the Public Records of Miami-Dade County, Florida, which, *inter alia*, will govern the relationship of the Phases of the Project and/or portions of the Project leased pursuant to this Lease and/or the Bifurcated Leases; govern the use of certain components of the Demised Premises (which may include, without limitation, walkways, promenades, driveways, parking facilities, park areas, project- wide lighting and signage, and other shared components, areas and facilities) shared by some or all of the Demised Premises leased pursuant to this Lease and/or the Bifurcated Leases; establish easements for access, pedestrian and vehicular ingress and egress, utilities, structural support, encroachments, loading areas and other

common property easements; address landscaping, maintenance and repairs of shared facilities, and financial contributions by each Phase of the Project and/or portions of the Project leased pursuant to this Lease and any Bifurcated Leases to cover the cost of the foregoing; and establish certain maintenance and use standards with respect to the Demised Premises, as modified, amended, restated, supplemented and extended from time to time.

(v) Mezzanine Lender shall mean any recognized lending institution, such as any federal, state, county or municipal governmental agency or bureau, bank, savings and loan, pension fund, insurance company, real estate investment trust, tax credit syndication entity, or other real estate investment or lending entity, savings bank, whether local, national or international, and/or the holder of any purchase money security interest given back to a transferor, that provides Mezzanine Financing.

(vi) Mezzanine Financing shall mean a loan or equity investment made by a Mezzanine Lender which may be secured by, inter alia, a Mezzanine Security Agreement, or structured as a preferred equity investment, which in the event of a bona-fide default by Tenant, provides for mezzanine style remedies, the exercise of which may result in a change of control of Tenant.

(vii) Mezzanine Security Agreement shall mean a security agreement or agreements or similar pledge given to a Mezzanine Lender of any direct and/or indirect equity and/or other ownership interests in Tenant.

(viii) Prohibited Person shall have the meaning ascribed to such term in Section 17.1(b).

(ix) Restricted Entity shall have the meaning ascribed to such term in Section 17.1(b).

(x) Sponsor shall have the meaning ascribed to such term in Section 17.12(h).

3. **Term Expiration.** Landlord and Tenant acknowledge and agree that the initial term of the Lease shall end on the Extended Expiration Date. Following the end of the initial term, as extended, there shall be two (2) automatic and consecutive thirty (30) year extensions.

4. **Intentionally Deleted.**

5. **Intentionally Deleted.**

6. **Payment of Participation Rent**. Section 5(a) of the First Amendment, which amended and restated Section 3.5 of the Original Lease, is hereby amended and restated to read as follows:

"Tenant shall prepare and submit to Landlord a separate statement of Gross Income for the Demised Premises for each Lease Year, certified as being accurate by a reputable, independent certified public accountant selected by Tenant. Participation Rent shall be paid to Landlord in one lump sum within one hundred twenty (120) days after the end of each Lease Year that Participation Rent is due.

7. **Intentionally Deleted.**

8. **Delegated Authority.**

(a) Section 4.17(g) of the Lease is hereby amended and restated as follows:

"(g) amend this Lease to correct any typographical or non-material errors and to incorporate reasonable and customary market lender protections, based on the type of development and financing required for each Phase and the County's reasonable and customary requirements for and limitations upon such protections; and"

(b) Section 4.17 of the Lease is hereby amended to add the following subsection (h) following subsection (g):

"(h) review, approve, and execute on behalf of Landlord, any Bifurcation Agreements, Bifurcated Leases, and Master Covenants."

9. **Intentionally Deleted.**

10. **Rights to Plans.** The last sentence of Section 4.7 of the Lease is hereby amended to read as follows: "Tenant shall include a provision in each Leasehold Mortgage (or Subleasehold Mortgage) and each Mezzanine Security Agreement which will vest DTPW with all right, title, and interest in the Construction Plans and specifications for the Phase financed thereby, should an Event of Default occur, and the affected Leasehold Mortgagee (or Subleasehold Mortgagee) or Mezzanine Lender does not elect to construct and complete (or cause Tenant to construct and complete) the Buildings of such Phase."

11. **Rights to Personal Property after Termination of Surrender.** Section 6.3 of the Lease is hereby amended to read as follows:

"Section 6.3 **Rights to Personal Property after Termination or Surrender**. Any personal property of Tenant which shall remain in the Demised Premises after the fifteenth (15th) day following the termination or expiration of this Lease and the removal of Tenant from the Building, may, at the option of Landlord, be deemed to have been abandoned by Tenant and, unless any interest therein is claimed by a Lender within thirty (30) days following such fifteen (15) day period, said personal property may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit."

12. **Damage and Destruction.**

(a) The last sentence of Section 16.1 of the Lease is hereby amended to read as follows: "However, in the event insurance proceeds related to such casualty are not made available to Tenant for use in connection therewith and Tenant elects not to rebuild, then subject to the rights of Leasehold Mortgagees and Mezzanine Lenders, Landlord and Tenant shall each have the right to terminate this Lease as to such Phase which suffered the casualty, whereupon this Lease shall terminate as to such Phase and the Minimum Rent shall be partially abated on equitable basis based on the relationship of the Gross Income generated by such Phase to all Gross Income generated from the Demised Premises, provided that, as a condition to Tenant's election to terminate, Tenant shall promptly clear the site and place the site in a safe condition (and shall have the right to use any available insurance proceeds for such purposes) unless such condition is waived by Landlord."

(b) Section 16.7 of the Lease is hereby amended to read as follows:

"**Section 16.7 Termination of Lease for Certain Destruction Occurring During Last Five Years of Lease Term**. Notwithstanding anything to the contrary contained herein, in the event that the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty during the last five (5) years of the term of this Lease or the last five (5) years of any renewal term and the estimated cost for repair and restoration exceeds an amount equal to twenty-five percent (25%) of the then-current Fair Market Value of the Project, then, subject to rights of Leasehold Mortgagees and Mezzanine Lenders, Tenant shall have the right to terminate this Lease and its obligations hereunder by giving written notice to Landlord within six (6) months after such damage or destruction. In such event, this Lease shall terminate fifteen (15) days following Landlord's receipt of notice of casualty. The obligations of Tenant to pay rent under this Lease shall be prorated to the date of termination. In such event, the property insurance proceeds for the damaged Buildings and business interruption insurance proceeds shall be paid to Landlord, Leasehold Mortgagee and Mezzanine Lenders as their respective interests may appear, the provisions of Section 16.4 notwithstanding."

13. **Mortgages, Transfers, Subleases, Transfer of Tenant's Interest, New Lease and Lease in Reversion.** Article 17 of the Lease is hereby replaced in its entirety with Article 17 shown on **Exhibit "D"** attached hereto and by this reference made a part hereof.

14. **Eminent Domain.**

(a) Section 18.1 of the Lease is hereby amended to read as follows:

"**Section 18.1 Taking of Entire Premises**. If at any time during the term of this Lease the power of eminent domain shall be exercised by any federal or state sovereign or their proper delegates, by condemnation proceeding (a "**Taking**"), to acquire the entire Demised Premises, such Taking shall be deemed to have caused this Lease to terminate and expire on the date of such Taking. Tenant's right to recover a portion of the award for a Taking, as hereinafter provided, is limited to the fair market value of the Buildings and other improvements, plus the value of Tenant's interest in the unexpired term of the leasehold estate created pursuant to this Lease, subject to Landlord's reversionary interests in same, and in no event

shall Tenant be entitled to compensation for any fee interest in the Land. Landlord's right to recover a portion of the award for a Taking shall be the appraised value of the Land, subject to the Lease, and as if vacant and assuming no improvements existed on the Property, at the time of taking. Notwithstanding anything herein contained to the contrary, if the net proceeds of any such award are insufficient to pay both the Landlord's award and the Tenant's award in full, then such proceeds shall be paid to Landlord and any Leasehold Mortgagee (or, if there is no Leasehold Mortgagee at the time of such Taking, to Tenant) in the same proportion as the amount of the Landlord's award bears to the amount of the Tenant's award. For the purpose of this Article 18, the date of Taking shall be deemed to be either the date on which actual possession of the Demised Premises or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. All rents and other payments required to be paid by Tenant under this Lease shall be paid up to the date of such Taking. Tenant and Landlord shall, in all other respects, keep, observe and perform all the terms of this Lease up to the date of such Taking."

(b) The last sentence of Section 18.2 of the Lease is hereby amended to read as follows: "Lenders shall be entitled to participate in any proceedings in connection with a Taking, and to receive directly from the taking authority any sums to which they are found to be entitled."

(c) Section 18.3 of the Lease is hereby amended to read as follows:

"**Section 18.3 Partial Taking; Termination of Lease**. If, in the event of a Taking of less than the entire Demised Premises, the remaining portion of the Demised Premises not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all rents, revenues and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the Demised Premises not taken shall be sold in accordance with applicable Law, and the proceeds of the sale shall be combined with the award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred. Subject to prior written approval by all Leasehold Mortgagees and Mezzanine Lenders (unless their corresponding indebtedness is prepaid in full or will be simultaneously paid in full upon the acquisition of Tenant's interest pursuant to this sentence), Landlord shall have the option to purchase Tenant's interest under this Lease in the remainder of the Demised Premises at its fair market value for a period of sixty (60) days after the determination of fair market value, which value shall be determined by a mutually

acceptable appraiser (or if no one appraiser is agreed upon by the parties, by an appraiser, chosen by two appraisers, one of which will be appointed by each party, within one hundred and fifty (150) days from the date the Lease was terminated. The fair market value specified in the preceding sentence shall be limited to the fair market value of the Buildings and improvements, which fair market value shall include the value of Tenant's interest in the unexpired term of the leasehold estate created pursuant to this Lease, and in no event shall such value include any fee simple interest in the Land. All appraisal costs shall be split equally between the Landlord and Tenant. If Landlord fails to purchase, the remainder may be sold."

(d) The third sentence of Section 18.4 of the Lease is hereby amended to read as follows: "Subject to rights of Lenders, such award to Tenant shall be used by Tenant for its reconstruction, repair or rebuilding."

(e) Section 18.8(b) is hereby amended to read as follows: "(i) The pro rata costs expended by Tenant in the development of the condemned portion of the Demised Premises other than the hard costs to construct any Buildings located thereon and (ii) without duplication of clause (i) directly above, the aggregate outstanding indebtedness under all Leasehold Mortgages and Mezzanine Financings; and"

15. **Defaults.** Sections 19.1 though and including Section 19.3 of the Lease are hereby replaced in its entirety with Sections 19.1 though and including Section 19.3 shown on **Exhibit "E"** attached hereto and by this reference made a part hereof.

16. **Notices.** Section 20.1 of the Lease is hereby replaced in its entirety with Section 20.1 shown on **Exhibit "F"** attached hereto and by this reference made a part hereof.

17. **Landlord Certificates.** Section 22.2 of the Lease is hereby amended to read as follows:

"**Section 22.2 Landlord Certificates**. Landlord agrees at any time and from time to time, upon not less than twenty (20) days' prior written notice by Tenant or by a Lender or Sublessee, to furnish a written statement provided in a form that is reasonably acceptable to Landlord setting forth the rents, payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which rents, payments and other monies have been paid; stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section 22.2 may be relied upon by any prospective assignee, transferee or purchaser of Tenant's interest in this Lease, any prospective Sublessee or any Lender or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge."

18. **Successors and Assigns.** Section 23.8 of the Lease is hereby amended to read as follows:

> **"Section 23.8 Successors and Assigns**. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns (including Sublessees, Lenders and Space Lessees as appropriate and applicable), except as may be otherwise provided herein."

19. **Tenant Maintenance of Right-of-Way Improvements.** Tenant represents and warrants that (i) Tenant has requested permission from the Florida Department of Transportation ("**FDOT**") to construct and maintain certain improvements, including landscape, sidewalk pavers and delineators (collectively, the "**Right-of-Way Improvements**"), within the public right-of-way on SW 27th Avenue, adjacent to the Demised Premises (the "**Project Area**"), all as more particularly described in that certain Agreement for Maintenance of Non-Standard Right-of-Way Improvements, dated September 22, 2023, by and between Tenant's affiliate, Grove Central JV LLC ("**Grove Central JV**"), and Landlord (the "**Maintenance Agreement**"); and (ii) in connection with the permitting of the Right-of-Way Improvements, FDOT has requested that Landlord enter into that certain Maintenance Memorandum of Agreement, a copy of which is attached as **Exhibit "G"** (the "**MMOA**"), to provide for the construction and future maintenance of the Right-of-Way Improvements. In order to terminate and release the Maintenance Agreement and release Grove Central JV from all obligations under the Maintenance Agreement, Tenant makes the following additional covenants and agreements:

(a) Tenant does hereby agree to be fully responsible for performing the maintenance and repair obligations relating to the Right-of-Way Improvements in accordance with the standards and specifications provided in Section 3 (including all subparts) of the MMOA, at its sole cost and expense.

(b) Tenant shall (a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Tenant or its contractor for purposes of this Section 17 during the term of the Lease; and (b) expressly require any subcontractors performing work or providing services pursuant to this Section 17 to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor for purposes of this Section 17 during the term of the Lease. Tenant shall insert the above clause into any contract entered into by Tenant with vendors or contractors hired by Tenant for purposes of performing its duties under this Section 17.

(c) If at any time it shall come to the attention of Landlord that Tenant is not complying with its maintenance and repair obligations under this Section 17, Landlord may, at its option, and as its sole and exclusive remedy under the Lease, provide written notice, in accordance with Section 20.1 of the Lease, to Tenant and any Lender and Sublessee who shall have notified Landlord of its name, address and interest prior to such notice, of the deficiencies. From the date of receipt of the notice, Tenant shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 20.2 of the Lease. If said deficiencies are not corrected within this time period, Landlord may, at its option, proceed as follows, subject to the rights set forth under Sections 17.5, 19.2(a) and 19.3 of

the Lease and of the rights of any Lender or Sublessee who shall have notified Landlord of its name, address and interest prior to such notice:

(1) Maintain the Right-of-Way Improvements, or a part thereof, and invoice Tenant for expenses incurred. Tenant shall reimburse Landlord for all such costs and expenses incurred by Landlord within thirty (30) days of receipt of such invoice(s) and failure to reimburse Landlord shall be an Event of Default of Tenant under the Lease if such failure continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant, with copies thereof to each Lender and Sublessee who shall have notified Landlord of its name, address and interest prior to such notice; or

(2) Terminate any and all obligations under this Section 19, remove, abandon or place out of service any or all the Right-of-Way Improvements located within the Project Area, and charge Tenant the cost of such removal. Tenant shall reimburse Landlord for all such expenses incurred by Landlord within thirty (30) days of receipt of such invoice(s) and failure to reimburse Landlord shall be an Event of Default of Tenant under the Lease if such failure continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant, with copies thereof to each Lender and Sublessee who shall have notified Landlord of its name, address and interest prior to such notice.

(d) The parties acknowledge that the Right-of-Way Improvements may be removed, relocated, or adjusted at any time in the future by FDOT. In the event FDOT intends to relocate or adjust the Right-of-Way Improvements and provides copies of all plans to Landlord in accordance with the MMOA, Landlord shall promptly provide Tenant with copies of such plans. Tenant's responsibilities provided for in this Section 19, including all maintenance responsibilities, will survive after the relocation or adjustment, as long as the Right-of-Way Improvements installed by Tenant remain within the Project Limits, as defined in the MMOA.

(e) Tenant agrees to indemnify, defend, and hold harmless Landlord and Landlord's officials and employees from and against any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorney's fees and costs of suit incurred by Landlord in connection with such claims), arising out of, or resulting from the Tenant's use, construction, maintenance and/or repair of the Right-of-Way Improvements, or any part thereof.

(f) Tenant's obligations under this Section 19 shall remain in full force and effect until the earlier of (a) the expiration or termination of the Lease or (b) the date FDOT terminates the MMOA. Landlord shall provide notice to Tenant, as well as to any Lender and Sublessee who shall have notified Landlord of its name, address and interest prior to such notice, of any such termination of the MMOA not later than thirty (30) days after such termination. Should Tenant's obligations under this Section 19 terminate pursuant to this paragraph 19(f), Tenant shall, in Landlord's sole discretion, remove, abandon or place out of service any or all of the Right-of-Way Improvements located within the Project Area that were installed by Tenant, at Tenant's sole cost and expense.

(g) Landlord hereby terminates the Maintenance Agreement and releases Grove Central JV from all obligations and liabilities thereunder.

20. **Representations and Warranties.** Landlord hereby represents to Tenant, and Tenant hereby represents to Landlord, that:

(a) it has full power and authority to enter into this Amendment and perform in accordance with its terms and provisions;

(b) that the individuals executing this Amendment on its behalf have the authority to bind it and to enter into this transaction;

(c) it has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Amendment; and

(d) the Lease, together with this Amendment, constitute its valid and binding obligations, enforceable against it in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or law).

21. **Miscellaneous Provisions.**

(a) The effective date of this Amendment (the "**Amendment Effective Date**") shall be the same date as the date this Amendment is signed by the County Mayor or County Mayor's designee, following the appropriate resolution having been adopted by the Miami-Dade County Board of County Commissioners approving this Amendment and any applicable veto period.

(b) This Amendment and the Lease Agreement shall be construed in accordance with, and governed by the laws of the State of Florida. Any claim, dispute, proceeding, or cause of action, arising out of or in any way relating to this Amendment or the Lease Agreement, or the parties' relationship, shall be decided by the laws of the State of Florida. The parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Miami-Dade County, Florida.

(c) If any provisions of this Amendment or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Amendment, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

(d) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Amendment was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Amendment which has been drafted by counsel for both Landlord and Tenant.

(e) Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Amendment.

(f) This Amendment and any exhibits attached to this Amendment and the Lease Agreement set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Demised Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those set forth in the Lease Agreement, as modified by this Amendment.

(g) Except as expressly modified in this Amendment, all of the terms, covenants and conditions of the Lease Agreement shall remain in full force and effect and are ratified and confirmed; provided that in the event of a conflict between the terms, covenants and conditions of the Lease Agreement and this Amendment, the terms of this Amendment shall govern.

(h) This Amendment shall constitute a part of the Lease Agreement and references to the Lease Agreement hereafter shall automatically include a reference to this Amendment.

(i) This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Signatures to this Amendment, any amendment hereof and any notice given hereunder, delivered electronically via .pdf, .jpeg, .TIF, .TIFF or similar electronic format shall be deemed an original signature and fully effective as such for all purposes. Each party agrees to deliver promptly an executed original of this Amendment with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Amendment, it being expressly agreed that each party to this Amendment shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Amendment.

22. **Exhibits.** All exhibits attached to this Amendment are incorporated into the Lease by reference.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

LANDLORD

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

BY THE MAYOR OR THE MAYOR'S DESIGNEE

By:_____
Name:_____
Title:_____

Attest:

_____

By:_____

Approved as to form and legal sufficiency:

By:_____
Name:_____
Title:_____
Dade:_____

Signed in the presence of:

Print Name: Bailey Raposa-Archibald
Print Address: 3310 Mary St. Ste 302, Miami FL 33133

Print Name: Gianna Valencia
Print Address: 3310 Mary St. Ste 302 Miami FL 33133

TENANT

GRP GROVE METRO STATION LLC, a Delaware limited liability company

By: _____
Name: David Martin
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of [✓] physical presence or [___] online notarization, this 20 day of October, 2026, by David Martin, as Manager of GRP GROVE METRO STATION LLC, a Delaware limited liability company, on behalf of such limited liability company. He is personally known to me or produced a valid _____ driver's license as identification.

Notary Public State of Florida
Daniella Martinez Reyes
My Commission HH 768701
Expires 2/18/2030

Print or Stamp Name: Daniella Martinez Reyes
Notary Public, State of Florida
Commission No.: HH768701
My Commission Expires: 2/18/2030

Exhibit A

Legal Description of Demised Premises

Tract A as described on the Plat of Coconut Grove Station prepared by the Kaiser Transit Group in October, 1983, and recorded on the 10th day of September, 1985, at 3:43 p.m. in Book 127 of Plats at Page 85 of the Public Records of Dade County, Florida.

Note: Tract B not included and not a part.

Exhibit B

[Reserved]

Exhibit C

[Reserved]

Exhibit D

ARTICLE 17
Mortgages, Transfers, Subleases, Transfer of Tenant's Interest,

New Lease and Lease in Reversion

Section 17.1 **Right to Transfer Leasehold**. During the term of this Lease, Tenant shall have the right and privilege from time to time to sell, assign or otherwise transfer all or any portion of its rights under this Lease (if the portion sold, assigned or transferred is less than all of the Demised Premises, such instrument is a "**Sublease**"), to such other persons, firms, corporations, general or limited partnerships, unincorporated associations, joint ventures, estates, trusts, any Federal, State, County or Municipal government bureau, department or agency thereof, or any other entities as Tenant shall select; subject, however, to the following:

(a) Tenant shall not be in default under this Lease at the time of such sale, assignment, or transfer.

(b) Tenant shall obtain written consent of the Landlord, which shall not be unreasonably withheld, conditioned, or delayed, both as to the proposed transfer and the proposed transferee; provided, however, that the foregoing conditions shall not apply to transfers that result from a bona fide foreclosure, a deed or assignment in lieu of foreclosure, or the exercise of any other remedies in lieu of default by any Lender, all of which shall be governed by Sections 17.2 to 17.6 hereof, and Landlord's consent to the first transfer by a Lender (or its designee) after such foreclosure or deed/assignment-in-lieu of foreclosure shall not be required so long as the proposed transferee is not a Prohibited Person or a Restricted Entity. The term "**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. The term "**Restricted Entity**" shall mean those sanctioned, debarred or restricted persons and organizations that the U.S. government maintains in any federal list including: the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury); the Foreign Sanctions Evaders List (U.S. Department of Treasury); the Entity List (U.S. Department of Commerce); the Denied Persons List (U.S. Department of Commerce); the Unverified List (U.S. Department of Commerce); the Nonproliferation Sanctions List (U.S. Department of State); the AECA Debarred List (U.S. Department of State); and/or the Convicted Vendor List (Florida Department of Management Services).

(c) Any request to Landlord for such release from liability shall be in writing and shall be accompanied by copies of the proposed assignment or transfer documents, together with the latest financial statement (audited, if available) of the proposed transferee and a summary of the proposed transferee's prior experience in managing and operating real estate developments. Landlord shall not unreasonably withhold or delay such consent to release from liability hereunder where the proposed transferee has been demonstrated to have financial worth at least equal to the original Tenant (or is otherwise financially acceptable to Landlord), a sound business reputation and a demonstrated managerial and operational capacity for real estate developments, and the transferee complies with all applicable local, county, State, and Federal laws and ordinances. If Landlord consents to such transferee, the original Tenant or then applicable assignor shall be released of all obligations under this Lease accruing after the effective date of such transfer, but only as to the portion of the Demised Premises so transferred. Notwithstanding the foregoing provisions of Section 17.1, unless otherwise agreed to in writing by Landlord, if Tenant transfers its interest in all or any part of the Lease prior to the completion of construction of a Phase of the Project, the Tenant (or assign) who is the transferor shall remain liable under all the terms and provisions of this Lease until that Phase is substantially completed, (as evidenced by the issuance of a Certificate of Completion or Certificate of Occupancy) for that Phase.

(d) Any sale, assignment or transfer of all or any part of Tenant's interest in the Lease and the Demised Premises shall be made expressly subject to the terms, covenants and conditions of this Lease, and such assignee or transferee shall expressly assume all of the obligations of Tenant under this Lease applicable to that portion of the Demised Premises being sold, assigned or transferred, and agree to be subject to all conditions and restrictions to which Tenant is subject, but only for matters accruing while such assignee or transferee holds, and only related to, the sold, assigned, or transferred interest. However, nothing in this subsection or elsewhere in this Lease shall abrogate (i) Landlord's right to payment of all rent and other amounts due Landlord which accrued prior to the effective date of such transfer, and Landlord shall always have the right to enforce collection of such rent or other sums due in accordance with the terms and provisions of this Lease; and (ii) the obligation for the development, use and operation of every part of the Demised Premises to be in compliance with the requirements of Section 4.1 herein.

(e) There shall also be delivered to Landlord a notice which shall designate the name and address of the transferee and the post office address of the place to which all notices required by this Lease shall be sent.

(f) Such transferee of Tenant (and all succeeding and successor transferees) shall succeed to all rights and obligations of Tenant under this Lease with respect to the portion of the Demised Premises so transferred, and subject to the terms of the document of assignment or transfer, including the right to mortgage, encumber and otherwise assign and sublease subject, however, to all duties and obligations of Tenant, and subject to the terms of the document of assignment or transfer, in and pertaining to the then term of this Lease. As between Tenant and the transferee, the assignment (or other document of transfer) shall allocate such portion, if any, of the Minimum Rent, Participation Rent and any other payments under this Lease to be paid to Landlord by the transferee.

(g) Once a sale, assignment or transfer has been made with respect to any portion of the Demised Premises, the transferee and Landlord may thereafter modify, amend or change the Lease with respect to such portion of the Demised Premises, so long as Tenant has been released from all rights and obligations under the Lease pertaining to the assigned portion of the Demised Premises, all subject to the provisions of the assignment or Sublease (or other document of transfer), so long as they do not diminish or abrogate the rights of Tenant (or anyone claiming through Tenant) as to any other part of the Demised Premises, and no such modification, amendment or change shall affect any other part of the Demised Premises or the Lease thereof.

(h) Except as may otherwise be specifically provided in Section 17.1, upon Landlord's consent to a transfer by any assignor, such transferor shall be released and discharged from all of its duties and obligations hereunder which pertain to the portion of the Demised Premises transferred for the then unexpired term of Lease, including the payment of Minimum Rent, Participation Rent, and Impositions which are not then due and payable; it being the intention of this Lease that the tenant then in possession shall be liable for the payment of said Minimum Rent, Participation Rent, and Impositions becoming due and payable during the term of its possession of the Demised Premises, and that there shall be no obligation on the part of such tenant (or any transferor) for the payment of any such Minimum Rent, Participation Rent, or other Impositions which shall become due and payable with respect to the portion of the Demised Premises transferred subsequent to the termination of its possession of any portion of the Demised Premises under the terms of this Lease.

(i) Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any transferee or Sublessee of Tenant and the performance of such act shall be deemed to be performed by Tenant and shall be accepted by Landlord as Tenant's act, provided such act is otherwise performed in accordance with the terms of this Lease.

(j) For purposes of this Article, the words "sale," "assignment," or "transfer" shall be deemed to have similar meanings unless the context indicates otherwise. If Tenant is a corporation, limited liability company, unincorporated association, general or limited partnership, or joint venture, the transfer, assignment, or hypothecation of (a) any stock of Tenant in the case Tenant is a corporation, (b) partnership interest in Tenant, in the case Tenant is a general or limited partnership, (c) members interest in Tenant, in the case Tenant is a limited liability company, or (d) interest in Tenant, in the case the Tenant is another type of entity, in which the aggregate is in excess of fifty percent (50%) of the ownership of such corporation, limited or general partnership, limited liability company or another type of entity, shall be deemed an assignment within the meaning and provisions of this Section. "In the aggregate", means the sum of all stock or other

interests transferred over the entire period of this lease. Stock or other interests transferred among the original holders and/or their families of such stock, partnership interests, member interests or other interests as of the date of execution of the Lease or such later date as the Landlord shall consent to an assignment, sale or transfer pursuant to this Section 17.1, is excluded.

(k) Notwithstanding anything to the contrary contained in this Lease, Landlord's prior approval shall not be required for any sale, assignment, or transfer (a) to an Affiliate, or of a non-controlling interest in Tenant such that Tenant remains an Affiliate, or (b) by operation of law as a result of death, (c) that results from a bona fide foreclosure, a deed or assignment in lieu of foreclosure, or the exercise of any other remedies in lieu of default by any Lender, all of which shall be governed by Sections 17.2 to 17.6 hereof, or (d) that is the first transfer by a Lender (or its designee) after a bona fide foreclosure or deed/assignment-in-lieu of foreclosure, so long as the proposed transferee is not a Prohibited Person or a Restricted Entity (provided, however, that any subsequent assignment, sale, or transfer by such transferee shall require Landlord's prior written consent pursuant to this Section, which shall not be unreasonably withheld, conditioned, or delayed).

Section 17.2 Right to Mortgage Leasehold; Right to Mezzanine Financing. Notwithstanding Section 17.1 to the contrary, Tenant and its Sublessees shall have the right from time to time, and without prior consent of Landlord, to mortgage and otherwise encumber their rights under this Lease, a Sublease thereof, and the leasehold estate, in whole or in part, by a Leasehold or Subleasehold Mortgage or Mortgages to any Leasehold Mortgagee or Subleasehold Mortgagee, provided it is a recognized lending institution, such as a bank, savings and loan, pension fund, insurance company, savings bank, real estate investment trust, tax credit syndication entity, other real estate investment or lending entity, federal, state, county or municipal governmental agency or bureau, whether such be local, national or international, or the mortgage is a purchase money mortgage given back to the transferor. Such mortgages or encumbrances shall be expressly subject to the terms, covenants and conditions of this Lease, and at all times shall be inferior and subject to the prior right, title and interest of Landlord herein as security for the performance of the terms and conditions of this Lease. Tenant and Sublessee shall provide Landlord with a copy of all such Leasehold Mortgages and Subleasehold Mortgages. The granting of a Leasehold or Subleasehold Mortgage or Mortgages against all or part of the leasehold estate in the Demised Premises shall not operate to make the Leasehold or Subleasehold Mortgagee(s) thereunder liable for performance of any of the covenants or obligations of Tenant or Sublessee under this Lease or a Sublease, except in the case of a Leasehold or Subleasehold Mortgagee which owns or is in possession of all or a portion of the Demised Premises, and then only for the applicable portion of the Demised Premises, and its period of ownership or possession, but Landlord shall always have the right to enforce the Lease obligations against such portion of the Demised Premises, including such obligations accruing prior to such period of ownership or possession, subject to the terms hereof. The amount of any such Leasehold or Subleasehold Mortgage may be increased whether by an additional mortgage and agreement consolidating the liens of such Leasehold or Subleasehold Mortgages or by amendment of the existing Leasehold or Subleasehold Mortgage, and may be permanent or temporary, replaced, extended, increased, refinanced, consolidated or renewed on any or all Phases or portion of the Demised Premises without the consent of Landlord. Such Leasehold or Subleasehold Mortgage(s) may contain a provision for an assignment of any rents, revenues, monies or other payments due to Tenant or Sublessee as a landlord (but not from Tenant or Sublessee to Landlord) from Tenant or a Sublessee

to the Leasehold or Subleasehold Mortgagee(s), and a provision therein that the Leasehold or Subleasehold Mortgagee(s) in any action to foreclose the same shall be entitled to the appointment of a receiver. In addition to the mortgages and mortgagees described above, Tenant, Space Lessees and Sublessees shall have the right to mortgage their respective interests to other lenders without the consent of Landlord, but such other lenders will not have any of the benefits accorded to Leasehold Mortgagees, Subleasehold Mortgagees, or Sublessees under the following sections of this Article 17, unless specifically consented to in writing by Landlord.

Notwithstanding any provision in this Lease to the contrary, Tenant and the direct and indirect owners of equity interests in the Tenant shall have the right from time to time, without the prior consent of, but with written notice to, the Landlord, to pledge or otherwise encumber any of its respective direct or indirect equity or ownership interests (whether stock, partnership interest, beneficial interest in a trust, membership interest or other interest of an ownership or equity nature), (herein "equity interests" or "ownership interests") to secure Mezzanine Financing from a Mezzanine Lender. Tenant shall provide Landlord with a copy of all Mezzanine Security Agreements relating to such Mezzanine Financing. The granting of any Mezzanine Security Agreement shall not operate to make the Mezzanine Lender liable for performance of any of the covenants or obligations of Tenant under this Lease. The amount of such Mezzanine Financing may be increased, and such Mezzanine Financing may be modified, amended, restated, replaced, extended, refinanced, consolidated or renewed from time to time, all without the consent of the Landlord. Any transfer of direct or indirect ownership interest in Tenant resulting from the foreclosure by any Mezzanine Lender of a Mezzanine Security Agreement or other appropriate proceedings in the nature thereof, or any transfer to the purchaser at a foreclosure of such Mezzanine Security Agreement or any conveyance, assignment of transfer in lieu of such foreclosure (including any transfer to the Mezzanine Lender, any nominee of the Mezzanine Lender or a third party buyer), or any change of control or other transfer of any direct or indirect ownership interest in the Tenant to the Mezzanine Lender or its nominee resulting from the exercise by the Mezzanine Lender of any other rights or remedies under any Mezzanine Security Agreement, including without limitation, any pledge or other security agreements or any partnership agreement, operating agreement or other organizational documents, shall not require the consent of the Landlord and shall not constitute a breach of any provision or default under this Lease. Tenant shall give notice to Landlord of its intent to obtain Mezzanine Financing from the applicable Mezzanine Lender and together with such notice, Tenant shall certify to Landlord that:

A. The Mezzanine Financing and the Mezzanine Lender meet the definitions of those terms as stated in Article 2 of this Lease; and

B. Tenant does not have a direct or indirect interest in the applicable Mezzanine Financing Source.

Section 17.3 <u>Notice to Landlord of Leasehold Mortgage</u>. A notice of each Leasehold Mortgage and Subleasehold Mortgage shall be delivered to Landlord specifying the name and address of such Leasehold and Subleasehold Mortgagee to which notices shall be sent. Landlord shall be furnished a copy of each such recorded mortgage. Landlord shall also receive notice of the name and address of any Mezzanine Lender who desires notice and the benefit of the rights of Mezzanine Lenders under this Lease. For the benefit of any such Lender who shall have become entitled to notice as hereinafter provided in this Article 17, Landlord agrees, subject to all the terms

of this Lease, not to accept a voluntary surrender, termination or modification of this Lease at any time while such Leasehold or Subleasehold Mortgage(s) shall remain a lien on Tenant's or Sublessee's leasehold estate, and with respect to Mezzanine Financing, during any period that the Mezzanine Lender holds an interest (directly or indirectly) or is secured by a Mezzanine Security Agreement or other Mezzanine Financing documents. Any such Lender will not be bound by any modification of this Lease with respect to the portion of the Demised Premises subject, directly or indirectly, to such Lender, unless such modification is made with the prior written consent of that Lender, and no sale or transfer of Landlord's fee simple interest in the Land or any portion thereof to Tenant shall terminate this Lease by merger or otherwise so long as the lien of the Leasehold or Subleasehold Mortgage remains undischarged. The foregoing is not meant to prohibit a sale of the fee to Tenant.

Section 17.4 Notices to Lenders and Sublessees. No notice of default under Section 19.1 or notice of failure to cure a default under Section 19.2(a) shall be deemed to have been given by Landlord to Tenant unless and until a copy has been given to each Lender and to each Sublessee who shall have notified Landlord pursuant to Sections 17.1(e), 17.3 or 17.7 of its name, address and its direct or indirect interest in the Demised Premises prior to Landlord's issuance of such notice. Landlord agrees to accept performance and compliance by any such Lender or Sublessee of and with any of the terms of this Lease with the same force and effect as though kept, observed or performed by Tenant, provided such act or performance is timely under Sections 17.5 or 19.3. Nothing contained herein shall be construed as imposing any obligation upon any such Lender or Sublessee to so perform or comply on behalf of Tenant.

Section 17.5 Right to Cure Default of Tenant.

(a) In addition to any rights a Lender or Sublessee may have by virtue of Article 19 herein, if, within ninety (90) days after the mailing of any notice of termination of this Lease (for the avoidance of doubt, a Lender's or Sublessee's receipt of notice of the termination of the Lease as a result of the rejection or disaffirmation of this Lease in a bankruptcy or insolvency proceeding or similar pursuant to applicable law shall constitute the "mailing of any notice of termination") (with respect to terminations that do not require notice, such date as is ninety (90) days after termination of this Lease) or such later date as is thirty (30) days following the expiration of the cure period, if any, afforded Tenant (the "**Cure Period**"), such Lender or a Sublessee shall pay, or arrange to the satisfaction of Landlord for the payment of, a sum of money equal to any and all rents or other payments due and payable by Tenant hereunder with respect to the portion of the Demised Premises to which such Lender or Sublessee claims an interest (directly or indirectly) as of the date of the giving of notice of termination (or the date of termination with respect to terminations that do not require notice), in addition to their pro rata share of any and all expenses, costs and fees, including reasonable attorneys' fees, incurred by Landlord in preparation for terminating this Lease and in acquiring possession of the Demised Premises, then, upon the written request of such Lender or Sublessee made any time prior to the expiration of the Cure Period, Landlord and the party making such request (or its nominee) shall mutually execute prior to the end of such Cure Period a new Lease of the Demised Premises (or such portion thereof as they have an interest in (directly or indirectly) or mortgage on) for the remainder of the term of this Lease and on the same terms and conditions, and with the same priority over any encumbrances created at any time by Landlord, its successors and assigns which Tenant has or had by virtue of this Lease; provided, however, that in addition to the above payments such Lender or Sublessee,

as applicable, shall have paid to Landlord a sum of money equal to the rents and other payments for such portion of the Demised Premises accruing from the date of such termination to the date of the commencement of the term of such new Lease, together with their pro rata share of all expenses, including reasonable attorneys' fees, incident to the preparation, printing, execution, delivery and recording of such new lease. Such priority shall exist by virtue of the notice created by this Lease to any transferee of Landlord or person receiving an encumbrance from Landlord, and the priority shall be self-operative and shall not require any future act by Landlord. Such new Lease(s) shall contain the same clauses subject to which this demise is made, and shall be at the rents and other payments for such portion of the Demised Premises due Landlord and upon the terms as are herein contained. Tenant(s) under any such new Lease(s) shall have the same right, title and interest in and to and all obligations accruing thereafter under this Lease with respect to the applicable portion of the Demised Premises as Tenant has under this Lease.

(b) If, within the Cure Period, more than one (1) request for a new lease shall have been received by Landlord for the same portion of the Demised Premises, priority shall be given (regardless of the order in which such requests shall be made or received) to the Lender or Sublessee making such a request in order of their priority of interest (directly or indirectly) in said portion of the Demised Premises. It shall be a condition of the effectiveness of any request for a new lease that a copy of such request be sent (with receipt for delivery) by the Sublessee or Subleasehold Mortgagee, as the case may be, to the Leasehold Mortgagee and to the Mezzanine Lender.

(c) Simultaneously with the making of such new lease(s), the party obtaining such new lease and all other parties junior in priority of interest in the Demised Premises shall execute, acknowledge and deliver such new instruments, including new mortgages and a new Sublease, as the case may be, and shall make such payments and adjustments among themselves, as shall be necessary and proper for the purpose of restoring to each of such parties as nearly as reasonably possible, the respective interest and status with respect to the Demised Premises which was possessed by the respective parties prior to the termination of this Lease as aforesaid.

(d) Nothing herein contained shall be deemed to impose any obligation on the part of Landlord to deliver physical possession of the Demised Premises to such Lender or Sublessee or to their respective nominee until the new lease(s) has been executed by all pertinent parties. Landlord agrees, however, that Landlord will, at the cost and expense of such Lender or Sublessee or respective nominee, cooperate in the prosecution of judicial proceedings to evict the then defaulting Tenant or any other occupants of the Demised Premises.

(e) If such Lender or Sublessee or respective nominee shall acquire a new lease pursuant to this Article 17 and if, upon the termination of this Lease, Tenant, but for such termination, would have been entitled to receive any amount pursuant to the provisions of this Lease, then Landlord agrees that the same shall be paid to the new tenant, in the same manner and to the same extent as it would have been paid or applied the same to or for the benefit of Tenant as if this Lease had not terminated; subject however to Landlord's right to offset any damages accrued as a result of said termination.

(f) Upon the execution and delivery of a new lease(s) pursuant to this Article 17, all Space Leases and any Sublease which theretofore may have been assigned to Landlord or have

reverted to Landlord upon termination of this Lease shall be assigned and transferred, without recourse against Landlord, by Landlord to the tenant under any such new lease(s). Between the date of termination of this Lease and the date of execution and delivery of the new lease(s), if the Lender or Sublessee shall have requested such new lease(s) as provided for in this Section 17.5, Landlord will not cancel any Space Lease or Sublease or accept any cancellation, termination or surrender thereof (unless such termination shall be effective as a matter of law on the termination of this Lease) without the consent of the applicable Lender or Sublessee, except:

(i) for default as permitted in such Sublease or Space Lease, and

(ii) for the purpose of permitting Landlord to enter into a Space Lease or Sublease with another Space Lessee or Sublessee who will occupy not less than the same amount of space demised by the canceled Space Lease or Sublease at a rental rate per square foot and for terms not less than the rental rates per square foot, and for at least the remainder of the unexpired terms, respectively, of the canceled Space Lease or Sublease.

(g) Nothing contained in this Lease shall require any Lender or its nominee as a condition to its exercise of its right to enter into a new lease to cure any default of Tenant or Sublessee not reasonably susceptible of being cured by such Lender or its nominees, in order to comply with the provisions of this Section 17.5.

(h) Any right of Tenant to treat this Lease as terminated under Section 365(h)(1)(A)(i) of Chapter 11 of the U.S. Bankruptcy Code shall be subject to the consent of each Lender.

(i) The provisions of this Section 17.5 shall survive any termination of this Lease.

Section 17.6 Leasehold in Reversion and Assignment in Lieu of Foreclosure. Tenant's or Sublessee's right to mortgage and otherwise encumber this Lease and the leasehold estate in whole or in part, and the direct and indirect interests in Tenant, shall include the right to require a lease in reversion which lease in reversion shall become effective upon the termination of this Lease, and shall have the same terms and provisions, including expiration date, as this Lease. The Leasehold or Subleasehold Mortgagee shall have the unrestricted right to take this Lease by lease in reversion or by assignment in lieu of foreclosure, and any Mezzanine Lender shall have the right to acquire the direct or indirect ownership interests in Tenant by reversion or by assignment in lieu of foreclosure, and to sell it either after foreclosure or after taking the assignment or becoming tenant under the lease (or owning the direct or indirect ownership interests in Tenant) in reversion all without the consent of Landlord. The Leasehold or Subleasehold Mortgagee shall not be liable for Tenant's obligations hereunder until such a time as it becomes the new tenant, either by lease in reversion, foreclosure or assignment and then only for the period of its ownership or possession of the leasehold estate.

Section 17.7 Rights to Sublease and Non-Disturbance to Sublessees and/or Space Lessees. Tenant shall have the right to enter a Sublease or Space Lease without any approval or consent of Landlord; however, notwithstanding any other provisions of this Lease, no Sublease or Space Lease shall relieve Tenant of any obligations under the terms of this Lease unless, with regard to a Sublease, a release is granted in accordance with Section 17.1 above. Additionally, each Sublease or Space Lease must be for a use compatible with the standards and requirements

set forth in Section 4.1 herein. Tenant must give written notice to Landlord specifying the name and address of any Sublessee or Space Lessee to which all notices required by this Lease shall be sent, and a copy of the Sublease or Space Lease. Tenant shall provide Landlord with copies of any commercial Space Leases or Subleases entered into during each quarter. Landlord agrees to grant Non-Disturbance Agreements for Space Lessees or Sublessees which provide, in the event of a termination of this Lease which applies to the portion of the Demised Premises covered by such Space Lessee's or Sublessees Space Lease or Sublease, such Space Lessee or Sublessee will not be disturbed and will be allowed to continue peacefully in possession under its Space Lease or Sublease, provided that the following conditions are met:

(a) the Space Lease or Sublease is an arms' length transaction on market terms; and

(b) the Space Lessee or Sublessee is not a "related party" to either Tenant or any Sublessee provided, however, that Tenant, or any individual, corporation, general or limited partnership or other entity holding an equity interest in Tenant, shall be permitted to be a general partner in any tax credit limited partnership or joint venture relating to a residential Phase of the Demised Premises, which limited partnership or joint venture may be a Space Lessee or Sublessee without being deemed a "related party"; and

(c) the Space Lessee or Sublessee shall be in compliance with the terms and conditions of its Space Lease or Sublease; and

(d) the Space Lessee or Sublessee shall agree to attorn to Landlord.

Landlord further agrees that it will grant such assurances to such Space Lessees or Sublessees so long as they remain in compliance with the terms of their Space Leases or Subleases, and provided further that any such Space Leases or Subleases do not extend beyond the expiration of the term of this Lease.

Section 17.8 Estoppel Certificates from Landlord. Upon request of Tenant, any Lender, or Sublessee, Landlord agrees to give such requesting party an estoppel certificate in accordance with Section 22.2 herein.

Section 17.9 Limited Waiver of Landlord Lien. In order to enable Tenant and its Sublessees and Space Lessees to secure financing for the purchase of fixtures, equipment, and other personalty to be located on or in the Demised Premises, whether by security agreement and financing statement, mortgage or other form of security instrument, Landlord does waive and will from time to time, upon request, execute and deliver an acknowledgment that it has waived its "landlord's" or other statutory or common law liens securing payment of rent or performance of Tenant's other covenants under this Lease as to such fixtures, equipment or other personalty.

Section 17.10 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no subordination of Landlord's fee simple interest in the Land to the lien of any Leasehold Mortgage or Subleasehold Mortgage financing nor shall Landlord be required to join in such mortgage financing. No Leasehold Mortgagee or Subleasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Land.

Section 17.11 Lenders. Each Lender shall be deemed to be a third-party beneficiary of Section 17.2 through and including Section 17.9 of this Lease.

Section 17.12 Bifurcation of Lease. Tenant, at Tenant's option, so long as Tenant is not in default under this Lease after expiration of applicable notice and cure periods, may effectuate a transfer of a portion of its rights hereunder to (a) any Affiliate (as such term is defined in this Section 17.12) of Tenant without the requirement of Landlord's approval of such Affiliate or (b) to such other persons, firms, corporations, general or limited partnerships, unincorporated associations, joint ventures, estates, trusts, any Federal, State, County or Municipal government bureau, department or agency thereof, or any other entities as Tenant shall select upon receipt of Landlord's prior written approval of such other person or entity, through a partial assignment and bifurcation of this Lease from time to time; provided, however, this Lease may not be bifurcated into more than two (2) separate leases without Landlord's written consent. Accordingly, if Tenant desires to partially assign and bifurcate this Lease, Tenant shall so notify Landlord of such bifurcation and assignment, as applicable, prior to such bifurcation and transfer and the following provisions shall apply to such bifurcation and transfer:

(a) Tenant, Landlord and the Affiliate or approved transferee (as applicable), shall promptly and, in any event within thirty (30) days following Tenant's request or County's approval (as applicable) enter into, execute and deliver (i) a partial assignment, bifurcation and partial termination of this Lease in substantially the form attached hereto as Schedule 17.12(a) (the "**Bifurcation Agreement**"), and (ii) a new lease with the Affiliate or approved transferee (as applicable) with respect to the bifurcated component of the Demised Premises (each a "**Bifurcated Lease**," and such component of the Demised Premises, the "**Bifurcated Parcel**") in substantially the same form as this Lease (and which contains substantially the same terms and conditions of this Lease).

(b) Any Affiliate or approved transferee of Tenant's interest in this Lease shall be obligated to comply with the terms and provisions of the Bifurcated Lease and shall be subject to the remedies and rights available to the Landlord under the Bifurcated Lease in the event such transferee fails to perform its obligations thereunder.

(c) Upon Landlord's approval of the allocation, which shall not be unreasonably withheld, conditioned, or delayed, each Bifurcated Lease shall specify the allocation of the Minimum Rent and any other payments due and owing under this Lease to be paid to Landlord thereunder, provided that the sum of all Minimum Rent allocated under the Bifurcated Leases and this Lease shall equal the total Minimum Rent required by this Lease; however, during any period of time that Rent is paid or payable under this Lease and Rent is paid under any Bifurcated Lease for all or any portion of the same period of time, Tenant shall be entitled to a credit against Rent due and payable under this Lease equal to the aggregate amount of such Rent, which credit shall be applied to and reduce each installment of Rent coming due under this Lease until fully credited. Except for the rent specifically set forth in this Lease (adjusted as provided in this paragraph), Landlord shall not be entitled to (and shall not impose or attempt to impose) any other rent, consideration or payments from Tenant or any transferee in exchange for the right to bifurcate this Lease; provided, however, after the bifurcation of the Lease, the foregoing shall not preclude Landlord and any transferee under a Bifurcated Lease from renegotiating the rent or any other

payments or consideration to Landlord in connection with any redevelopment under such Bifurcated Lease or any other amendment or modification thereto.

(d) The Minimum Rent due and payable by the tenant under each Bifurcated Lease shall be based on the proportionate share of the Gross Income generated by the applicable component of the Project during the full Lease Year immediately prior to the bifurcation of this Lease. The bifurcation documents executed by the Parties pursuant to Section 17.12(a) shall confirm such allocation of the Rent.

(e) Notwithstanding anything contained in this Lease, upon the execution of a Bifurcated Lease:

(i) Tenant shall not be obligated to perform any obligation under this Lease to the extent such obligation pertains to, or is to be performed on, the Bifurcated Parcel first arising on or after the effective date of the Bifurcated Lease, and shall be automatically released from any and all such obligations (including, without limitation, any obligation to (x) pay any Minimum Rent allocated to the Bifurcated Parcel or any Participation Rent with respect to the Bifurcated Parcel, (y) develop the Bifurcated Parcel, and (z) maintain insurance for the Bifurcated Parcel on or after the effective date of the Bifurcated Lease;

(ii) The tenant under the Bifurcated Lease shall not be obligated to perform any obligation under this Lease (the Bifurcated Lease shall set forth the obligations of the transferee);

(iii) After the effective date of the Bifurcated Lease, no action or omission of, or default by, the transferee (or anyone acting by, through or under the transferee) under the Bifurcated Lease, including, without limitation, any failure to develop the Bifurcated Parcel, shall in any event constitute or give rise to a default, or any liability of Tenant under this Lease or deprive Tenant of any of its rights under this Lease, including without limitation the right to develop the remainder of the Phases of the Project on the balance of the Demised Premises in accordance with this Lease, and after the effective date of the Bifurcated Lease, no action or omission of, or default by, Tenant (or anyone acting by, through or under Tenant) under this Lease, including, without limitation, any failure to develop the remainder of the Phases of the Project on the balance of the Demised Premises, shall in any event constitute or give rise to a default, or any liability of the tenant under the Bifurcated Lease or deprive such tenant of any of its rights under the Bifurcated Lease, including without limitation the right to develop the Bifurcated Parcel in accordance with the Bifurcated Lease; and

(iv) After the effective date of the Bifurcated Lease, neither Tenant nor any assignee or successor thereof shall in any event be prohibited from developing any portion of the Project (or be in default under this Lease, or have any liability), as a result of any failure of the tenant (or anyone acting by, through or under the tenant) under the Bifurcated Lease to develop the Bifurcated Parcel in accordance with the Bifurcated Lease, and neither the tenant under the Bifurcated Lease nor any assignee or successor thereof shall in any event be prohibited from developing the Bifurcated Parcel (or be in default under the Bifurcated Lease, or have any liability), as a result of any failure of Tenant (or anyone acting by, through or under Tenant) to develop the remaining Phases of the Project on the balance of the Demised Premises in accordance with this Lease.

Each Bifurcated Lease shall include provisions similar to the above confirming that (1) the tenant under such Bifurcated Lease shall not be obligated to perform any obligation under this Lease or any other Bifurcated Lease, (2) no action or omission of, or default by Tenant under this Lease or any other tenant under any other Bifurcated Lease, shall constitute a default under such Bifurcated Lease, and (3) neither the tenant under such Bifurcated Lease nor any assignee nor successor thereof shall be prohibited from developing the Bifurcated Parcel as a result of any failure by Tenant under this Lease or any other tenant under any other Bifurcated Lease to develop the portion of the Project located on its portion of the Demised Premises; it being the intention of the parties that this Lease and each Bifurcated Lease shall not be cross-defaulted in any way.

(f) Each tenant under a Bifurcated Lease shall have the right, subject to the written approval of Landlord required by this Section and the limitations stated in this Section, to (i) further assign the Bifurcated Lease and (ii) enter into subleases, licenses, concession agreements, management agreements, operating agreements and other arrangements for the purpose of implementing any use, operation or activity permitted under this Lease, in accordance with the terms thereof.

(g) For purposes of this Section 17.12, the term "Affiliate" means any entity that is under common control and ownership with Tenant in accordance with the following requirements: (a) David Martin and/or Pedro Martin and/or Peter LaPointe ("**Sponsor**") owns, directly or indirectly, at least ten percent (10%) of the equity interest in the entity, (b) Sponsor is, directly or indirectly, responsible for the day-to-day management of the entity and (c) no other owners of the entity have the authority to make binding decisions for the entity including, but not limited to, any decisions that could limit or expand the entity's obligations or performance thereof under this Lease, provided, however, the possession of a consent right over "major decisions" shall not be deemed to be authority to make binding decisions.

Section 17.13 Master Covenants. Although the Demised Premises may be leased pursuant to this Lease and/or one or more Bifurcated Leases, the Project will be an integrated mixed-use development, to be used for the purposes contemplated by this Lease and/or the Bifurcated Leases and developed (or redeveloped) from time to time pursuant to the terms of this Lease and/or the Bifurcated Leases (as applicable). To promote the integrated and mixed-use nature of the Project, and to ensure that the common or shared components of the overall Project, including the parking garage, are maintained and benefit the Phases and other portions of the Project intended to be served thereby, the Project may be subject to and benefited by the Master Covenants as follows:

(a) The Project may include certain common or shared components (such as, without limitation, walkways, promenades, driveways, parking facilities, park areas, project-wide lighting and signage, utilities, drainage facilities, and other shared components, areas and facilities) located on more than one Phase or portion of the Project. Pursuant to the Master Covenants, such common or shared components, areas and facilities may be (i) available for use by each Phase and other portions of the Demised Premises intended to be served thereby, and (ii) will be administered by the tenant under any Bifurcated Lease or a master association, property owner's association and/or other entity created for such purpose, as more particularly provided in the Master Covenants.

(b) Landlord agrees to recognize and not disturb the rights of Tenant, any tenant under a Bifurcated Lease, any permitted transferee of this Lease (and its or their respective Sublessees and other subtenants (including Space Lessees), licensees, employees, customers, guests, invitees and/or other permitted users) to the common or shared components, areas or facilities under the Master Covenants irrespective of whether this Lease or any Bifurcated Lease controlling such components, areas or facilities may have terminated or expired. Landlord agrees from time to time, promptly upon request of Tenant, any tenant under a Bifurcated Lease and/or any such transferee, to enter into an agreement in recordable form confirming such recognition and non-disturbance agreement, which agreement shall be on such other customary and reasonable terms as may be mutually acceptable to the parties. In addition, in the event this Lease or any Bifurcated Lease is terminated with respect to any portion of the Project that is encumbered by the Master Covenants, such portion of the Project shall continue to be burdened by and enjoy the benefits of the common or shared components, areas or facilities under the Master Covenants, subject to the terms and conditions thereof (including without limitation the continuing obligation to pay assessments for the privilege of using such components and facilities). Any subsequent lease(s) or other agreements of any kind or nature whatsoever affecting the common or shared components, areas and facilities encumbered by the Master Covenants shall be subject to the terms, conditions and provisions of the Master Covenants.

(c) The form and substance of the Master Covenants shall be subject to the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed, provided that Landlord's comments or objections to the terms and conditions of the Master Covenants shall be limited to the provisions thereof that impact the transit operations, Station or the Transit Spaces or will remain binding on Landlord notwithstanding the termination of this Lease or any Bifurcated Lease. Amendments to the Master Covenants which are material and which, if same were in the original Master Covenants, would have required Landlord approval, shall be subject to the same approval process as the original Master Covenants. Notwithstanding the foregoing, the Master Covenants shall require, in a manner reasonably satisfactory to Landlord, the repair and restoration of any shared structural improvements located within a Bifurcated Parcel following a casualty which are reasonably necessary to avoid further damage to any other Bifurcated Parcel.

Exhibit E

Section 19.1 Events of Default of Tenant. The following provisions shall apply if any one or more of the following "Event(s) of Default of Tenant" shall happen:

(a) Tenant provides knowingly fraudulent calculations of Participation Rent. The Landlord acknowledges that if Tenant receives fraudulent calculations from a Sublessee or Space Lessee and has no knowledge that such calculations are fraudulent, then this subsection shall not apply.

(b) Default is made in the due and punctual payment of any rents, revenues, or other monies payable to Landlord under this Lease when and as the same shall become due and payable and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, with copies thereof to each Lender and Sublessee who shall have notified Landlord of its name, address and interest prior to such notice; or

(c) Default is made by Tenant in keeping, observing or performing any of the terms contained in this Lease, excepting the obligation to pay rents, revenues or other monies due Landlord, and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Lender and Sublessee who shall have notified Landlord of its name, address and interest prior to such notice; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default.

Section 19.2 Failure to Cure Default by Tenant.

(a) If an Event of Default of Tenant shall occur, Landlord, at any time after the periods set forth in Section 19.1 (b) or (c) and provided Tenant has failed to cure such Event of Default within such applicable period, shall give written notice to Tenant and to any Lender and any Sublessee who has notified Landlord in accordance with Sections 17.1(e), 17.3, or 17.7, specifying such Event(s) of Default of Tenant and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, during which time Tenant and/or the Leasehold Mortgagee and/or the Mezzanine Lender and/or the Subleasehold Mortgagee(s) and/or Sublessee(s) shall have the right to cure such default, and upon the date specified in such notice if the Event of Default has not been cured, then, subject, however, to the provisions of Sections 17.5 and 19.3 herein, this Lease and the term hereby demised and all rights of Tenant under this Lease, shall expire and terminate.

(b) If an Event of Default of Tenant shall occur and the rights of Lenders and Sublessees shall not have been exercised as provided within this Lease, then Landlord at any time after the periods for exercise of rights as set forth under Sections 17.5, 19.1 and 19.3 herein shall have the following rights and remedies which are cumulative:

(i) in addition to any and all other remedies in law or in equity that Landlord may have against Tenant, Landlord shall be entitled to sue Tenant for all damages (as limited by Section 15.2, and for the avoidance of doubt, excluding any damages related to (x) Rent that is not yet due and payable and (y) Rent which, but for any termination of this Lease, would have become due during the remainder of the Term), costs and expenses arising from Tenant's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels;

(ii) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of the Lease; and

(iii) to terminate any and all obligations that Landlord may have under this Lease, in which event Landlord shall be released and relieved from any and all liability under this Lease.

Section 19.3 Rights of Lenders and Sublessees.

(a) If Landlord shall have given notice (or shall be required to give notice) to any Lender or Sublessee, as required by Sections 17.4 and 19.2(a) herein, such Lender or Sublessee each shall, have, and be subrogated to, any and all rights of Tenant with respect to the curing of any such Event of Default but shall also have the right to extend the period of time for curing of any such Event of Default for an additional period of sixty (60) days from the date contained in the notice given pursuant to Sections 17.4 and 19.2 herein, or in the case of an Event of Default which cannot be cured within said sixty (60) day period, for such additional period as, with all due diligence and in good faith, is necessary to cure the Event of Default.

(b) Irrespective of any other right a Lender may have to maintain this Lease free from default and in the meantime to foreclose its Leasehold Mortgage, Mezzanine Security Agreement or Subleasehold Mortgage, such Lender, as to any Event of Default of Tenant that may not be cured by the payment of money and which is not susceptible to curing by entry upon the Demised Premises or otherwise, shall have the right to further extend the period of time within which to cure such Event of Default of Tenant for such additional period as, with all due diligence and in good faith will enable such Lender to institute foreclosure proceedings, apply for the appointment of a receiver for the purpose, among other things, of curing such Event of Default, if such is susceptible to curing, and to acquire by foreclosure Tenant's or Sublessee's interest in this Lease (or with respect to Mezzanine Lenders, to acquire by foreclosure the direct or indirect ownership interests in Tenant), to effect a removal of Tenant or Sublessee from the Demised Premises and, in the meantime and at the earliest opportunity, to cure such Event of Default if such is susceptible to curing. In the event the leasehold estate created by this Lease or by a Sublease hereunder shall have been duly acquired by such Leasehold Mortgagee (or Subleasehold Mortgagee), or with respect to a Mezzanine Lender, the direct or indirect ownership interests in Tenant shall have been duly acquired by a Mezzanine Lender, or any purchaser at a foreclosure sale (hereinafter referred to as "**Foreclosure Purchaser**") and such Event of Default of Tenant shall have been duly cured, then the notice of termination of this Lease based upon Tenant's or Sublessee's failure to timely cure such Event of Default of Tenant shall be deemed withdrawn, terminated and of no further force or effect. In the event, however, that such Lender or any Foreclosure Purchaser fails to cure

such Event of Default of Tenant within the time periods set forth in this Section 19.3, Landlord reserves the right to (and must do so to effect a termination) give such Lender or any Foreclosure Purchaser, by registered or certified mail, return receipt requested, thirty (30) days' written notice of termination of this Lease due to such failure by the Lender or any Foreclosure Purchaser to cure such prior Event of Default by Tenant. After the giving of such notice of termination to each such Lender and any Foreclosure Purchaser and upon the expiration of said thirty (30) days, during which time any such Lender or Foreclosure Purchaser shall have failed to cure such default, this Lease and the term thereof shall end and expire as fully and completely as if the date of expiration of such thirty (30) day period were the day herein definitely fixed for the end and expiration of this Lease or Sublease and the term thereof. If Tenant, Sublessee, any such Lender or any Foreclosure Purchaser is in possession either personally or by a receiver, Tenant, Sublessee, such Lender or any Foreclosure Purchaser or such receiver as the case may be, shall then quit and peacefully surrender the Demised Premises to Landlord. Notwithstanding anything contained herein to the contrary, such Lender shall not be required to institute foreclosure proceedings if it is able to acquire and does acquire Tenant's or Sublessee's interest in the leasehold estate (or with respect to Mezzanine Lenders, is able to acquire and does acquire, directly or indirectly, the ownership interests in Tenant) does not by any other means so long as such Lender fulfills all other requirements of this Article 19 and of Section 17.5. For the avoidance of doubt, any non-monetary default that is not susceptible of being cured by a Leasehold Mortgagee (or its designee or nominee) after obtaining possession or title of the Demised Premises, or by a Mezzanine Lender (or its designee or nominee) after obtaining control or ownership, directly or indirectly, of Tenant (e.g., Tenant bankruptcy or breach of covenants that are personal to Tenant), shall be deemed to have been cured upon acquisition by Leasehold Mortgagee (or its designee or nominee) of the Tenant's interest in the Lease or, as applicable, upon acquisition by Mezzanine Lender (or its designee or nominee) of ownership, directly or indirectly, of Tenant.

Exhibit F

Section 20.1 Addresses. All notices, demands or requests by Landlord to Tenant shall be deemed to have been properly served or given, if addressed to Tenant at the following address:

GRP Grove Metro Station LLC
3310 Mary Street, Suite 302
Miami, Florida 33133
Attn: David Martin

and to:

2977 McFarlane Road, Suite 300
Miami, Florida 33133
Attn: Peter LaPointe, Esq.

With a copy to:

Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Attn: Albert E. Dotson, Jr., Esq.

and to such other address and to the attention of such other party as Tenant may, from time to time, designate by written notice to Landlord. If Tenant at any time during the term hereof changes its office address as herein stated, Tenant will promptly give notice of same in writing to Landlord. The Leasehold Mortgagee, Mezzanine Lender, Sublessee or Subleasehold Mortgagee shall be deemed to have been properly served or given notice if addressed to such party at the address furnished pursuant to the provisions of Sections 17.1(e) and 17.3 above.

All notices, demands or requests by Tenant or by a Lender or Sublessee to Landlord shall be deemed to have been properly served or given if addressed to:

Miami-Dade Department of Transportation and Public Works
701 N.W. 1st Court, Ste. 1700
Miami, Florida 33136
Attn: Director & CEO

and to such other addresses and to the attention of such other parties as Landlord may, from time to time, designate by written notice to Tenant. If Landlord at any time during the term hereof changes its office address as herein stated, Landlord will promptly give notice of same in writing to Tenant.

Exhibit G

Maintenance Memorandum of Agreement

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

FLORIDA DEPARTMENT OF TRANSPORTATION
LANDSCAPE, SIDEWALK PAVERS AND DELINEATORS
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH MIAMI-DADE COUNTY

This **AGREEMENT**, entered into on November 21, 2023, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter called the **COUNTY**, and collectively referred to as the **PARTIES**.

RECITALS:

A. The **DEPARTMENT** has jurisdiction over and under **State Road (SR) 9 (SW 27th Avenue) at SR-5 (US-1) (South Dixie Highway)**, which is located within the limits of the **COUNTY**; and

B. The **COUNTY**, pursuant to **Permit Numbers 2019-A-690-00068, 2022-N-690-00002, 2022-C-690-00020, 2022-D-690-00042, 2022-L-690-00008, and 2022-L-690-00011**, has drafted design plans for improvements along SW 27th Avenue just north of US-1, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and

C. The **COUNTY** or Permittee will install landscape, sidewalk pavers and delineators along SR-9, inside **DEPARTMENT** Right-of-Way and Easements, within the **PROJECT LIMITS**, in accordance with the design plans for Permit Numbers # 2019-A-690-00068, 2022-N-690-00002, 2022-C-690-00020, 2022-D-690-00042, 2022-L-690-00008, and 2022-L-690-00011 (the "Project"); and

D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the landscape, sidewalk pavers, and delineators installed pursuant to the Project; and

E. The **COUNTY**, by Resolution No. R-764-23, dated September 6, 2023 attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

1. **RECITALS**

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. **ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES**

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the landscape, sidewalk pavers and delineators (collectively the "**IMPROVEMENTS**") within the **PROJECT LIMITS** to the **COUNTY** upon the **DEPARTMENT's** issuance of the executed Permit to the **COUNTY** or Permittee.

3. **COUNTY'S MAINTENANCE RESPONSIBILITIES**

So long as the **IMPROVEMENTS** remain in place, the **COUNTY** shall be responsible for the maintenance of the same. The **COUNTY** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, with respect to the landscape, the **COUNTY** shall maintain same in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards, as may be amended from time to time. The **COUNTY** shall further maintain the **IMPROVEMENTS** in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **COUNTY's** maintenance obligations shall include but not be limited to:

3.1 General Requirements:

a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

b. Removing and disposing of all trimmings, roots,

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

branches, litter, and any other debris resulting from the activities described by 3.2 through 3.4.

c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

3.2 Landscape and Associated Improvements:

a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**.

b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.

c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.

d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.

e. Mulching all plant beds and tree rings.

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.

g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.

h. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.

i. Repairing decorative lighting systems as needed. Paying for all electricity and all costs associated therewith.

j. Ensure that at a minimum, the rock-bed thickness specified in the permit plans is maintained and that the rock surface finishes and geometry also meet the permitted design.

k. Keep rock surface clear of all vegetation and growths by using applicable herbicides and/or removing manually.

l. Supplement the water and nutrient intake for all existing and proposed landscaping when the rock surface becomes a barrier for tree nourishment.

m. Monitor and adjust the permeability of the rock surface to ensure proper water infiltration into the medians and to avoid additional water sheet-flow to travel lanes.

n. Sweep the decorative rocks periodically to keep it free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.

o. Frequently monitor and adjust the rock surfaces to ensure maintenance equipment and operations do not dislodge rocks and become a hazard to the public.

p. Keep travel lanes and sidewalks clear of all rocks.

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

q. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified. Follow the manufacturer's recommendations for all required repairs.

r. Inspect and maintain all benches, trash receptacles, recycling bins, bike racks, deep wells, and any other feature not installed by the **DEPARTMENT**.

s. Repairing all sidewalks damaged by landscaping found inside and outside the **DEPARTMENT's** Right-of-Way.

t. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.

u. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.

v. Removing and disposing of litter from the **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

3.3 Decorative Pavers:

a. Sweep the decorative pavers periodically to keep it free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.

b. The **COUNTY** shall conduct annual condition surveys of the decorative pavers, including their perimeter concrete edges for gaps, settlement, drop-offs, and

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

other deficiencies for the life of the decorative pavers.

c. Performing routine and regular inspections of the decorative pavers, including their perimeter concrete edges to ensure that the surface is American with Disabilities Act (ADA) compliant.

d. Gaps within the decorative pavers shall not exceed a quarter (0.25) of an inch.

e. Differential settlement within the decorative pavers shall not exceed a quarter (0.25) of an inch in depth.

f. Undertaking the maintenance and repair (when needed) of decorative pavers, including their perimeter concrete edges.

g. For any routine repairs or replacement due to noticeable color scarring or surface deterioration of the decorative pavers, the product authorized installer should be contacted.

h. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.

3.4 Traffic Delineators on Median Separator

a. Inspect, repair, reinstall and maintain the delineators placed by the **PROJECT** on the median separator.

b. Retrieve any and all delineators that may come off, or have come off the median, to ensure the travel lanes are clear and not obstructed by any delineator.

c. Replace the delineators with products that have been pre-approved by the **DEPARTMENT** as found in the **DEPARTMENT's** qualified/approved products list.

d. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.

The **COUNTY** shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintenance responsibilities.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **COUNTY** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **COUNTY** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **COUNTY** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **COUNTY's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the County Director (or designee), to notify the **COUNTY** of the maintenance deficiencies. From the date of receipt of the notice, the **COUNTY** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

a. Maintain the **IMPROVEMENTS**, or a part thereof, and invoice the **COUNTY** for expenses incurred; or

b. Terminate this **AGREEMENT** in accordance with Section 7, remove, abandon or place out of service any or all the **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **COUNTY** the reasonable cost of such removal.

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

5. **NOTICES**

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

To the COUNTY: Department of Transportation and Public Works
701 Northwest 1st Court, Suite 1700
Miami, Florida 33136
Attn: Director, Miami-Dade County

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. **REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS**

a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, by the **DEPARTMENT**. In the event the **DEPARTMENT** intends to relocate or adjust the **IMPROVEMENTS**, copies of all plans will be provided to the **COUNTY**. The **COUNTY's** maintenance responsibilities will survive after the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

7. **TERMINATION**

This **AGREEMENT** is subject to termination under any one of the following conditions:

a. By the **DEPARTMENT**, if the **COUNTY** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.

b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **COUNTY** refuses

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

to allow public access to any or all documents, papers, letters, or other materials made or received by the **COUNTY** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.

c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

d. By the **DEPARTMENT**, if the **DEPARTMENT** determines within its sole discretion that there is inadequate maintenance that poses a risk of a safety hazard to the public or financial liability to the **DEPARTMENT**.

8. **TERMS**

a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.

b. E-Verify

The **COUNTY** shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. **(Executive Order Number 2011-02)**

The **COUNTY** shall insert the above clause into any contract entered into by the **COUNTY** with vendors or contractors hired by the **COUNTY** for purposes of performing its duties under this **AGREEMENT**.

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.

e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.

f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.

g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.

i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.

j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.

k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **COUNTY** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **COUNTY's** negligent exercise or of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any negligent act, negligent action, negligence or omission by the **COUNTY**, its officers, agents, employees or representatives in the performance of this **AGREEMENT**, whether direct or indirect, except that neither the **COUNTY** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the **DEPARTMENT**.

The **COUNTY's** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **COUNTY's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **COUNTY** of a claim shall not release the **COUNTY** of the above duty to defend and indemnify the **DEPARTMENT**.

The **COUNTY** shall pay all costs and fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **COUNTY's** evaluation of liability or its inability to evaluate liability shall not excuse the **COUNTY's** duty to

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was negligent shall excuse performance of this provision by the **COUNTY**.

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

MIAMI-DADE COUNTY:

BY: _____
County Mayor
Jimmy Morales , Chief Operations Officer

ATTEST: _____ 9/22/2023
Deputy Clerk:
Anthony Lavadie - e302751

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:

BY: DocuSigned by: Rudy Garcia 6B0C509FD9854... _____
District Director of
Transportation Operations

ATTEST: DocuSigned by: Cristina Cuesta 9B3E212210734DD... _____
Executive Secretary

LEGAL REVIEW:

BY: Annery Pulgar Alfonso _____
County Attorney
Annery Pulgar Alfonso

BY: DocuSigned by: Alicia Trujillo 12CAF0E1B1DB4BC... _____
District Chief Counsel

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the roadway improvements to be maintained under this **AGREEMENT**.

State Road Number:	**9**
Local Street Name:	**SW 27th Avenue**
Agreement Limits:	**Just north of SR-5 (US-1) (South Dixie Highway) Plus all Easements**
County:	**Miami-Dade**

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

EXHIBIT 'B'

MIAMI-DADE COUNTY RESOLUTION

To be herein incorporated once ratified by the Board of County Commissioners.

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(N)(7)

TO: Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners

DATE: September 6, 2023

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving a Maintenance Memorandum of Agreement for the installation and maintenance of landscape, sidewalk pavers and delineators on Florida Department of Transportation (FDOT) public right-of-way between Miami-Dade County and FDOT and an Agreement for Maintenance of Non-Standard Right-of-Way Improvements between Miami-Dade County and Grove Central JV LLC; and authorizing the County Mayor to execute both agreements and exercise the provisions contained therein, including termination provisions

Resolution No. R-764-23

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

Geri Bonzon-Keenan
County Attorney

GBK/gh

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

Memorandum

Date: September 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Maintenance Memorandum Agreement for Construction and Maintenance of landscape, sidewalk pavers and delineators on Florida Department of Transportation (FDOT) public right-of-way between Miami-Dade County and FDOT

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve a Maintenance Memorandum Agreement (MMOA) between Miami-Dade County (County) and Florida Department of Transportation (FDOT) for the construction and maintenance of landscape, sidewalk pavers and delineators (Non-Standard Improvements) along-side State roadway SW 27 Avenue that is under the jurisdiction of the FDOT. FDOT requires the County to enter into an Agreement for the Non-Standard Improvements.

Approval of this item will also constitute approval of a separate agreement (Maintenance Agreement), where the County's construction, maintenance, and repair obligations under the MMOA are being assumed by Grove Central JV LLC (Grove Central). That agreement is included as part of the documentation in this item. Grove Central would like a cohesive design between the TOD and the FDOT right-of-way and has requested permission from FDOT to construct and maintain Non-Standard Improvements in FDOT's right-of-way.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of (1) the MMOA between the County and FDOT for the construction and maintenance of the Non-Standard Improvements and (2) the Maintenance Agreement between the County and Grove Central. Grove Central does agree to be fully responsible for performing the construction, maintenance, and repair obligations relating to the Non-Standard Improvements in accordance with the standards and specifications of the MMOA, at Grove Central's sole cost and expense.

Scope

This project is located in District 7, which is represented by Commissioner Raquel Regalado.

Delegation of Authority

The authority of the County Mayor of County Mayor's designee to execute and implement the MMOA and the Maintenance Agreement, including all the provisions contained therein, is consistent with those authorities granted under the Code of Miami-Dade County.

Fiscal Impact/Funding Source

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

The project will be solely funded and built by Grove Central. Grove Central shall provide a surety bond or irrevocable letter of credit to the County to cover the costs of removing the improvements, should FDOT require said removal.

Track Record/Monitor

The project will be assigned to Javier Bustamante, Assistant Director, Transit Project Management & Support Services Division, Department of Transportation and Public Works who will be responsible for monitoring this project for the County.

Background

On December 12, 2015, the Board adopted Resolution No. R-1174-15, which approved the Lease between the County and GRP Grove Metro Station, LLC ("Tenant") for Tenant to construct the Transit Oriented Development (TOD) at Coconut Grove Metrorail. On December 15, 2020, the Board adopted Resolution No. R-1249-20, which approved the First Amendment to Lease to allow for Project redesign to reflect current area real estate market demands for increase in the number of available workforce housing and to increase retail component of the TOD for further job creation. Grove Central is an affiliate of the Tenant. Grove Central would like a cohesive design between the TOD and the FDOT right-of-way and has requested permission from FDOT to construct and maintain Non-Standard Improvements in FDOT's right-of-way. FDOT has requested that the County enter into a Maintenance Memorandum of Agreement (MMOA) to ensure that the Non-Standard Improvements are maintained to FDOT standards. Both the MMOA with FDOT and a separate Maintenance Agreement with Grove Central are simultaneously presented to this Board for approval. The approval of this Maintenance Agreement with Grove Central would provide that Grove Central shall be responsible for all the County's maintenance and repair obligations pursuant to the MMOA between the County and FDOT.

Jimmy Morales,
Chief Operations Officer

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(7)

Please note any items checked.

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

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(7)
9-6-23

RESOLUTION NO. R-764-23

RESOLUTION APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPE, SIDEWALK PAVERS AND DELINEATORS ON FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC RIGHT-OF-WAY BETWEEN MIAMI-DADE COUNTY AND FDOT AND AN AGREEMENT FOR MAINTENANCE OF NON-STANDARD RIGHT-OF-WAY IMPROVEMENTS BETWEEN MIAMI-DADE COUNTY AND GROVE CENTRAL JV LLC; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE BOTH AGREEMENTS AND EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION PROVISIONS

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 the foregoing recital and approves a Maintenance Memorandum of Agreement for the installation and maintenance of landscape, sidewalk pavers, and delineators on Florida Department of Transportation (FDOT) public right-of-way between Miami-Dade County and FDOT, in substantially the form attached hereto and incorporated herein.

Section 2. Approves an Agreement for Maintenance of Non-Standard Right-of-Way Improvements between Miami-Dade County and Grove Central JV LLC, in substantially the form attached hereto and incorporated herein.

DocuSign Envelope ID: F28CA333-D99B-4F09-B5DA-4F125D3C4489

Section 3. Authorizes the County Mayor or County Mayor's designee to execute both agreements for and on behalf of Miami-Dade County, to exercise the provisions contained therein, including termination provisions, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	**aye**		
Anthony Rodríguez, Vice Chairman	**aye**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of September, 2023. 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Annery Pulgar Alfonso

Schedule 17.12(a)

Form of Partial Assignment, Bifurcation and Partial Termination of Lease

This instrument prepared by,
and after recording return to:

Laura Gangemi, Esq.
Gangemi Law Group
3310 Mary Street, Suite 303
Miami, Florida 33133

BIFURCATION OF AGREEMENT OF LEASE

THIS BIFURCATION OF AGREEMENT OF LEASE (this "**Agreement**") is made as of this _____ day of _____, 20__ (the "**Effective Date**") by and among (i) **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("**Landlord**") (ii) **GRP GROVE METRO STATION LLC**, a Delaware limited liability company ("**Original Tenant**") and (iii) [_____] ("**New Tenant**").

R E C I T A L S

WHEREAS, Landlord, as landlord, and Original Tenant, as tenant, entered into that certain Coconut Grove Metrorail Lease dated December 28, 2015, as memorialized by that certain Memorandum of Ground Lease recorded January 8, 2016, in Official Records Book 29919, Page 252, of the Public Records of Miami-Dade County, Florida, as amended pursuant to a certain First Amendment to Coconut Grove Metrorail Lease, dated December 28, 2020, recorded September 3, 2021, in Official Records Book 32718, Page 4151, of the Public Records of Miami-Dade County, Florida, as further amended pursuant to a certain Second Amendment to Coconut Grove Metrorail Lease, dated [_____], recorded [_____], in Official Records Book [____], Page [____], of the Public Records of Miami-Dade County, Florida (collectively, the "**Original Master Lease**"); and

WHEREAS, pursuant to Section 17.12 of the Original Master Lease, Landlord, Original Tenant and New Tenant have agreed to bifurcate the Original Master Lease into two (2) leases by New Tenant and Landlord entering into a Bifurcated Lease solely with respect to the real property more particularly described on **Exhibit "A**" attached hereto (the "**Bifurcated Parcel**") in substantially the form attached hereto as **Exhibit "B**" (the "**Bifurcated Lease**"), whereupon the Original Master Lease shall automatically terminate solely as to the Bifurcated Parcel.

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 hereby agree as follows:

1. **Defined Terms; Incorporation of Recitals.** Capitalized terms used but not otherwise defined in this Agreement have the respective meanings given to them in the Original Master Lease. The preamble and recitals set forth above are hereby incorporated into this Agreement by this reference in their entirety.

2. **Bifurcated Lease**. Landlord and New Tenant hereby agree to simultaneously herewith execute and deliver the Bifurcated Lease, a memorandum of which shall be recorded in the Public Records of Miami-Dade County, Florida, pursuant to which the Landlord leases to New Tenant and New Tenant leases from Landlord the Bifurcated Parcel.

3. **Mutual Indemnification**. New Tenant hereby indemnifies and agrees to defend (with counsel reasonably satisfactory to Original Tenant) and hold harmless Original Tenant from and against any and all liabilities, obligations, claims, costs and expenses (including but not limited to reasonable attorneys' fees and costs at trial court and all appellate levels and in any post-judgment proceedings) suffered or incurred by Original Tenant by reason of New Tenant's failure to perform any obligations under the Original Master Lease with respect to the Bifurcated Parcel first arising on or after the Effective Date. Original Tenant hereby indemnifies and agrees to defend (with counsel reasonably satisfactory to New Tenant) and hold harmless New Tenant from and against any and all liabilities, obligations, claims, costs and expenses (including but not limited to reasonable attorneys' fees and costs at trial court and all appellate levels and in any post-judgment proceedings) suffered or incurred by New Tenant by reason of Original Tenant's failure to perform any of the obligations of Original Tenant under the Original Master Lease with respect to the Bifurcated Parcel, which obligations were to be met by Original Tenant prior to the Effective Date.

4. **Partial Termination and Release: No Cross Default**. The Original Master Lease is hereby partially terminated solely as to the Bifurcated Parcel and the Phase of the Project governed by the Bifurcated Lease (the "**Bifurcated Phase**"), and the Bifurcated Parcel and Bifurcated Phase shall no longer be subject to, and is hereby released from, the terms and provisions of the Original Master Lease. Notwithstanding anything contained in the Original Master Lease, effective as of the Effective Date:

a. Original Tenant shall not be obligated to perform any obligation under the Original Master Lease to the extent such obligation pertains to, or is to be performed on, the Bifurcated Parcel first arising on or after the Effective Date, and shall be automatically released from any and all such obligations (including, without limitation, any obligation to (x) pay any Minimum Rent allocated to the Bifurcated Parcel or any Participation Rent with respect to the Bifurcated Parcel, (y) develop the Bifurcated Parcel, and (z) maintain insurance for the Bifurcated Parcel on or after the Effective Date);

b. New Tenant shall not be obligated to perform any obligation under the Original Master Lease (the Bifurcated Lease sets forth the obligations of New Tenant);

c. After the Effective Date, no action or omission of, or default by, New Tenant (or anyone acting by, through or under New Tenant) under the Bifurcated Lease, including, without limitation, any failure to develop the Bifurcated Phase, shall in any event constitute or give rise to a default, or any liability of Original Tenant under the Original Master Lease or deprive Original Tenant of any of its rights under the Original Master Lease, including without limitation the right to develop the remainder of the Project on the balance of the Demised Premises in accordance with the Original Master Lease, and after the Effective Date, no action or omission of, or default by, Original Tenant (or anyone acting by, through or under Original Tenant) under the Original Master Lease, including, without limitation, any failure to develop all Phases of the Project other than the Bifurcated Phase, shall in any event constitute or give rise to a default, or any liability of New Tenant under the Bifurcated Lease or deprive New Tenant of any of its rights under the Bifurcated Lease, including without limitation the right to develop the Bifurcated Phase in accordance with the Bifurcated Lease; and

d. After the Effective Date, neither Original Tenant nor any assignee or successor

thereof shall in any event be prohibited from developing any portion of the Project (or be in default under the Original Master Lease, or have any liability), as a result of any failure of New Tenant (or anyone acting by, through or under New Tenant) under the Bifurcated Lease to develop the Bifurcated Phase in accordance with the Bifurcated Lease, and neither New Tenant nor any assignee or successor thereof shall in any event be prohibited from developing the Bifurcated Parcel (or be in default under the Bifurcated Lease, or have any liability), as a result of any failure of Original Tenant (or anyone acting by, through or under Original Tenant) under the Original Master Lease to develop the remaining Phases of the Project in accordance with the Original Master Lease.

Landlord acknowledges and agrees that a default under the Original Master Lease shall not constitute a default under the Bifurcated Lease, and a default under the Bifurcated Lease shall not constitute a default under the Original Master Lease; it being the intention of the parties that the Original Master Lease and the Bifurcated Lease shall not be cross-defaulted. However, nothing set forth herein shall release Original Tenant from its obligations under the Original Master Lease except as expressly provided herein.

5. **Minimum Rent**. The Minimum Rent due and payable by New Tenant under the Bifurcated Lease shall be based on the proportionate share of the Gross Income generated by the Bifurcated Phase during the full Lease Year immediately prior to the Effective Date. Accordingly, the Minimum Rent due and payable by New Tenant under the Bifurcated Lease shall be as follows:

[insert]

All references to Minimum Rent in the Original Master Lease shall be deemed modified accordingly.

6. **Continuing Effect**. The Original Master Lease shall hereinafter continue to affect the Demised Premises less and except the Bifurcated Parcel (and any other parcels previously released from the terms of the Original Master Lease), and the Bifurcated Lease shall hereinafter affect the Bifurcated Parcel. The terms "Land", "Air Rights", "Parcel", "Demised Premises", "Building(s)", "Project" and "Phase" under the Original Master Lease are hereby deemed modified so as to exclude the Bifurcated Phase and the portion of the Land, Air Rights, Parcel, Demised Premises, Building(s) and Project located on or comprising the Bifurcated Parcel. The term "Lease", as used in the Original Master Lease, is hereby deemed modified to refer to the Original Master Lease, as modified hereby.

7. **Authority to Execute**. Landlord hereby represents and warrants to Original Tenant and New Tenant that the individual(s) signing this Agreement on behalf of Landlord have full power and authority to execute and deliver this Agreement and bind Landlord. Original Tenant hereby represents and warrants to Landlord and New Tenant that the individual(s) signing this Agreement on behalf of Original Tenant have full power and authority to execute and deliver this Agreement and bind Original Tenant. New Tenant hereby represents and warrants to Landlord and Original Tenant that the individual(s) signing this Agreement on behalf of New Tenant have full power and authority to execute and deliver this Agreement and bind New Tenant.

8. **Estoppel**. The Original Master Lease is presently in full force and effect, and has not been modified, amended, supplemented, altered, assigned or transferred (in whole or in part) since the date thereof, except for any amendments identified herein and any partial assignments and/or bifurcation(s) of the Original Master Lease prior to the Effective Date, and except as contemplated in this Agreement.

9. **Miscellaneous**. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement shall be construed according to the laws of the State of Florida. This Agreement cannot be changed except by an agreement in writing, dated subsequent to the Effective Date, signed by the party against whom enforcement of the change is sought. In case any one or more of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected or prejudiced thereby. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement. The headings of the articles, sections, paragraphs and subdivisions of this Agreement are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

10. **Condition**. This Agreement is conditioned upon and, shall not be effective unless, Landlord and New Tenant enter into the Bifurcated Lease. In the event Landlord and New Tenant fail to execute and deliver the Bifurcated Lease, this Agreement shall be deemed void *ab initio* and no party hereto shall have any further rights or obligations hereunder. Upon the satisfaction of the condition set forth in the preceding sentence, this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, and the Original Master Lease shall be deemed permanently bifurcated and split into two (2) separate and independent leases as contemplated herein and in the Original Master Lease.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Landlord, Original Tenant, and New Tenant, intending to be legally bound hereby, have executed and delivered this Agreement as of the Effective Date.

ATTEST:

By: _____

_____
Approved as to form and legal sufficiency

Name: _____
Title: _____

LANDLORD

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

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) ss:
MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____, as _____ for Miami-Dade County, a political subdivision of the State of Florida.

Personally Known _____ OR Produced Identification _____

_____
Print or Stamp Name: _____
Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered
in the presence of:

ORIGINAL TENANT

GRP GROVE METRO STATION LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

_____
Print Name:
Print Address:

_____
Print Name:
Print Address:

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ as _____ of GRP Grove Metro Station LLC, a Delaware limited liability company.

Personally Known _____ OR Produced Identification _____

_____
Print or Stamp Name: _____
Notary Public, State of Florida

My Commission Expires:

NEW TENANT

_____,
a _____

By: _____
Name: _____
Title: _____

_____
Print Name:
Print Address:

_____
Print Name:
Print Address:

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ as _____ of _____, a _____.

Personally Known _____ OR Produced Identification _____

_____
Print or Stamp Name: _____
Notary Public, State of Florida

My Commission Expires:

EXHIBIT "A"

Bifurcated Parcel Description

EXHIBIT "B"

Form of Bifurcated Lease