

## MEMORANDUM

Agenda Item No. 8(N)(1)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

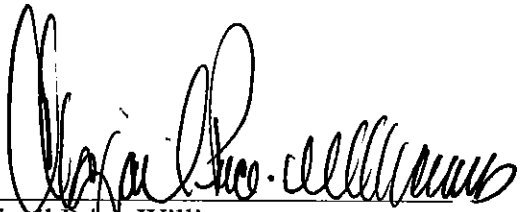
**DATE:** February 4, 2020

**FROM:** Abigail Price Williams  
County Attorney

**SUBJECT:** Resolution approving a lease between the County, as tenant, and Redland Market Village, Inc., a Florida for-profit corporation, as landlord, with a retroactive commencement date of August 3, 2018, for an initial 10-year term, with four 5-year renewal terms and one 30-year renewal term, in the amount of \$5,800.00 per month with the first payment being a lump sum payment of \$335,408.00 for a total rental rate for the initial 10-year term not to exceed \$702,512.00 to provide parking for Transitway patrons at the SW 244 Street Transitway Station, authorizing the County Mayor to execute the lease and all other documents needed to effectuate same for and on behalf of Miami-Dade County, and to exercise any cancellation provisions and all other rights and provisions contained therein

Resolution No. R-121-20

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Levin Cava and Co-Sponsor Commissioner Dennis C. Moss.

  
Abigail Price-Williams  
County Attorney

APW/lmp

# Memorandum



**Date:** February 4, 2020

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the "From:" line.

**Subject:** Lease of Property Located Adjacent to the SW 244 Street Station on the Miami-Dade TransitWay for Transit Patron Parking

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving a lease between the County and Redland Market Village, Inc. which will allow the County to continue leasing property adjacent to the SW 244 Street Station on the Miami-Dade TransitWay for use as a park and ride lot by transit patrons and to increase the number of parking spaces available to transit patrons at that location.

## **Scope**

This project is located in Commission District 8, however, the impact is county-wide.

## **Fiscal Impact/Funding Source**

The County will pay rent in the amount of \$5,800.00 per month with the first payment being a lump sum payment of \$335,408 which covers the first five years of the lease beginning on August 3, 2018, less \$12,592 which has already been paid to lessor during the lease holdover period. The lump sum payment will not be subject to Consumer Price Index (CPI) adjustments. Thereafter, the County will pay monthly payments subject to a Consumer Price Index (CPI) adjustment every two years. The CPI adjustments may not result in the monthly rent increasing by less than one percent (1%) or more than three percent (3%) over the two-year period. The first lump sum payment will save the County up to \$8,414.64 as a result of not having to pay any CPI adjustments for the first five years. Total rent during the initial term 10-year term will not exceed \$702,512.

The amount of rent was determined through an appraisal performed by a MAI appraiser selected by the County. Additionally, in contrast to the previous lease, under the terms of this replacement lease the property owner assumes all costs and expenses for maintenance, repairs, utilities, taxes and insurance which simplifies administration of the lease and significantly reduces staff time required to properly administer the lease. Department of Transportation and Public Works operating funds have been used to fund the expiring lease and will continue to be used to fund this replacement lease.

## **Track Record/Monitor**

The lease shall be administered by the Department of Transportation and Public Works Division of Right-of-Way, Utilities and Joint Development. Javier Bustamante, the Chief of that division, shall be responsible for monitoring the lease.

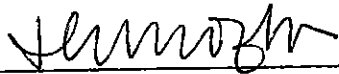
## **Background**

Through a lease agreement, the County shares the use of a surface parking lot adjacent to the TransitWay station located at SW 244 Street. Should the attached resolution be adopted, this Lease would continue and the number of parking spaces available to transit patrons would increase from 89 to 124. The parties agreed to a commencement of August 3, 2018, which corresponds to the end date of the previous lease. Since August 3, 2018, the County has continued to use the land as a

Park and Ride lot while the parties have engaged in good faith negotiations, culminating in the attached Lease being presented for Board approval.

It is a gross lease whereby the property owner, Redland Market Village, Inc. assumes all costs and expenses for maintenance, repairs, taxes, insurance and utilities. The lease provides the County with the right to use the property as a park and ride lot for TransitWay patrons on an exclusive basis Monday through Friday from 3 a.m. to 8 p.m. and, on a non-exclusive basis, at any other time. The lease has an initial term of 10 years with four 5-year renewal terms following the initial term and a 30-year renewal term following the expiration of the last 5-year renewal term. The County has the right to decline to exercise any of the four 5-year renewal terms. Both the property owner and County have the right to decline to exercise the final 30-year renewal term and the County only has the right to cancel the lease prior to the end of each five-year renewal term during the final 30-year renewal term.

Currently, this Park and Ride lot is consistently one hundred percent (100%) utilized and is necessary to continue to provide parking for TransitWay patrons. Additionally, the need to continue to provide and increase the amount of transit parking available at this location is particularly important in light of the improvements planned under the TransitWay Rapid Transit Project, part of the Strategic Miami Area Rapid Transit (SMART) Plan, including the designation of the SW 244 Street location for future construction of a TransitWay Rapid Transit Station.



Jennifer Moon  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** February 4, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(1)

Please note any items checked.

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

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

Agenda Item No. 8(N)(1)  
2-4-20

RESOLUTION NO. R-121-20

RESOLUTION APPROVING A LEASE BETWEEN THE COUNTY, AS TENANT, AND REDLAND MARKET VILLAGE, INC., A FLORIDA FOR-PROFIT CORPORATION, AS LANDLORD, WITH A RETROACTIVE COMMENCEMENT DATE OF AUGUST 3, 2018, FOR AN INITIAL 10-YEAR TERM, WITH FOUR 5-YEAR RENEWAL TERMS AND ONE 30-YEAR RENEWAL TERM, IN THE AMOUNT OF \$5,800.00 PER MONTH WITH THE FIRST PAYMENT BEING A LUMP SUM PAYMENT OF \$335,408.00 FOR A TOTAL RENTAL RATE FOR THE INITIAL 10-YEAR TERM NOT TO EXCEED \$702,512.00 TO PROVIDE PARKING FOR TRANSITWAY PATRONS AT THE SW 244 STREET TRANSITWAY STATION, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NEEDED TO EFFECTUATE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ANY CANCELLATION PROVISIONS AND ALL OTHER RIGHTS AND PROVISIONS CONTAINED THEREIN

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

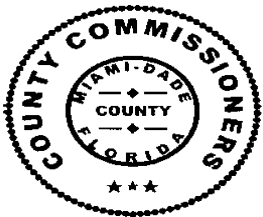
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the lease between the County, as Tenant, and Redland Market Village, Inc., a Florida for-profit corporation, as Landlord, to provide parking for TransitWay patrons at the SW 244 Street TransitWay Station on a shared use basis to Redland Market Village, Inc. in the amount of \$5,800.00 per month with the first payment being a lump sum payment of \$335,408.00 covering outstanding rent for the first five years of the lease, and a total rental rate for the initial 10-year term not to exceed \$702,512.00 in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the same for and on

behalf of Miami-Dade County and all other documents needed to effectuate same and for transit use and to exercise any cancellation provisions and all other rights and provisions contained therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

|                                |        |
|--------------------------------|--------|
| Audrey M. Edmonson, Chairwoman | aye    |
| Rebeca Sosa, Vice Chairwoman   | aye    |
| Esteban L. Bovo, Jr.           | absent |
| Jose "Pepe" Diaz               | aye    |
| Eileen Higgins                 | aye    |
| Joe A. Martinez                | aye    |
| Dennis C. Moss                 | aye    |
| Xavier L. Suarez               | aye    |
| Daniella Levine Cava           | aye    |
| Sally A. Heyman                | aye    |
| Barbara J. Jordan              | aye    |
| Jean Monestime                 | aye    |
| Sen. Javier D. Souto           | absent |

The Chairperson thereupon declared this resolution duly passed and adopted this 4<sup>th</sup> day of February, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

**Linda L. Cave**

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

Approved by County Attorney as  
to form and legal sufficiency.

Bruce Libhaber

## LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into on this \_\_\_\_ day of \_\_\_\_ 2019, by and between Redland Market Village, Inc., hereinafter called the "LANDLORD", and Miami Dade County, a political subdivision of the State of Florida, hereinafter called the "COUNTY" (the "Agreement").

### WITNESSETH:

That the LANDLORD, owns certain real property located on the northwest corner of SW 244th Street and South Dixie Highway at 24420 South Dixie Highway, Miami, Florida, 33032, as more particularly described in the sketch and legal description attached hereto and incorporated herein as Exhibit "A" (the "Property"). That the LANDLORD for and in consideration of the restrictions and covenants herein contained, hereby leases to the COUNTY that certain portion of the Property legally described in Exhibit "B" attached hereto and made a part hereof (the "Demised Premises").

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

### ARTICLE I USE OF DEMISED PREMISES

The Demised Premises shall be used as a Park and Ride facility to support the existing bus station and a proposed bus station to be constructed, maintained and operated adjacent to the Demised Premises by COUNTY for the Department of Transportation and Public Works (DTPW), a Department of the COUNTY. Notwithstanding the foregoing, the COUNTY may use the Demised Premises for any lawful purpose which does not otherwise conflict with this Lease, and which does not operate in direct competition with the business conducted on the adjoining parcel owned by the LANDLORD. LANDLORD grants COUNTY exclusive rights to the Demised Premises five days per week from Monday through Friday beginning at 3:00 A.M. and ending at 8:00 P.M., non-exclusive rights to Demised Premises shared with LANDLORD from Monday through Friday beginning at 7:01 P.M. and ending at 2:59 A.M. and non-exclusive rights to Demised Premises shared with LANDLORD on Saturdays and Sundays. No rights to light or air over any part of the Property are granted to COUNTY and may be used by LANDLORD for all legally permissible uses in any manner not adverse to COUNTY's use and operations of the Demised Premises. In the event that LANDLORD seeks to redevelop the Demised Premises during any term of this Agreement, LANDLORD shall first obtain written approval from COUNTY and such approval shall not be unreasonably withheld by the COUNTY. During any approved redevelopment period on the Demised Premises, LANDLORD shall provide to COUNTY 124 temporary replacement parking spaces within a five hundred and fifty (550) foot radius of the Demised Premises and west of South Dixie Highway in a location to

be approved by COUNTY, which approval shall not be unreasonably withheld. Upon completion of LANDLORD's redevelopment of the Demised Premises and COUNTY's approval thereof, which shall not be unreasonably withheld, COUNTY's use and enjoyment of the Demised Premises and 124 parking spaces thereon shall be restored on ground level. Pursuant to the terms herein, COUNTY shall at all times have uninterrupted use of and access to 124 parking spaces so that County's operations and use of the Park and Ride facility shall be continuous and ongoing. LANDLORD shall be solely responsible for all costs and expenses associated with its redevelopment of the Property.

## ARTICLE II

### TERM

The term of this Agreement shall commence on the Commencement Date and shall continue in full force for a period of ten (10) years and shall be renewed thereafter automatically for four consecutive five year terms, unless this Agreement is terminated sooner as herein provided. Additional renewal terms shall be in accordance with Article XI of this Agreement unless this Agreement is terminated as herein provided. The Commencement Date shall be August 3, 2018, which is the first day following the extension of the original agreement (the "Commencement Date").

## ARTICLE III

### RENT

The payment of rent shall commence on the Commencement Date as defined in Article II. No rent shall be due, or shall accrue, until the Commencement Date. The consideration for this Agreement shall be the sum of exactly five thousand eight hundred dollars (\$5,800.00) per month subject to adjustments as set forth in Article IV below. The first rent payment shall be a lump sum payment in an amount equivalent to all rental payments due from COUNTY to LANDLORD for the first five (5) years of this Agreement less all payments for rent previously made by COUNTY to LANDLORD occurring between the Commencement Date and the date on which this Agreement is executed. The lump sum payment for the first five year period of this Agreement shall be \$335,408.22. On August 3, 2023 and each month thereafter during the term of this Agreement, COUNTY shall pay LANDLORD the rental payment of \$5,800.00, as adjusted pursuant to Article IV of this Agreement, on a per month basis. COUNTY shall pay the monthly rental payment to LANDLORD on or before the first business day of every month thereafter. On August 3, 2023 and on or before the first business day of August each year thereafter during the Term of the Agreement, COUNTY shall have the option to pay rent on annual basis to LANDLORD in a lump sum payment in an amount equivalent to the twelve monthly rental payments due LANDLORD by COUNTY for the applicable lease year, as adjusted pursuant to Article IV.

ARTICLE IV  
CONSUMER PRICE INDEX ADJUSTMENT

An economic price adjustment will be calculated beginning on August 3, 2023 and on each subsequent second anniversary. The bi-yearly adjustment will be equal to the percentage increase in the Consumer Price Index over the two year period published by the Department of Labor for the following categories; United States, All Urban Consumers, All Items, and shall not be less than 1% or exceed 3%. The base of the index computation of the increase, if any, shall be August 2023. If no publication is made for this month, the base shall be the last preceding month for which publication is made. The index for the same month shall be compared bi-annually to determine the bi-annual percentage increase and the resulting percentage shall be applied to the monthly rent to be paid for the ensuing two years. LANDLORD shall advise COUNTY of any increase in the monthly rent resulting from such computation. If the Index is discontinued or replaced, or if the items incorporated in the Index as reflected in this Agreement are revised, a mutually agreed upon formula will be used to make an annual adjustment which reflects any decline in the purchasing power of the monthly rent called for in this Lease. If no agreement is reached on the formula to be used in making this adjustment, then the adjustment shall be automatically set at 2% every two years, calculated based on the rental rate for the preceding two year period.

ARTICLE V  
ASSIGNMENT

The COUNTY may assign his interest in this Lease to another COUNTY affiliate, agency, authority or political subdivision of the State of Florida. The COUNTY shall not assign, transfer, mortgage, pledge or dispose of this Lease or the term hereof to any other person or entity, without the written consent of the LANDLORD first obtained in each case, which consent shall not be unreasonably withheld. LANDLORD may assign his interest in this Lease.

ARTICLE VI  
SIGNS

The COUNTY may erect such signs as necessary to designate the parking area or for any other transit-oriented purpose. All signs shall be removed by COUNTY at termination of this Lease and any damage or unsightly condition caused the Demised Premises because of or due to said signs shall be satisfactorily corrected or repaired by the COUNTY.

ARTICLE VII  
NOTICES

All notices given, requests made, and other important communications regarding this Agreement or required by law, must be made in writing and must be delivered

by registered or certified mail, return receipt requested, postage prepaid. With respect to COUNTY, notice must be mailed or delivered to the Director's office, Miami-Dade County Department of Transportation and Public Works, 701 NW 1st Court, Suite 1700, Miami, Florida 33136, and with respect to LANDLORD, notice must be mailed or delivered to the address of the LANDLORD at Redland Market Village, Inc., c/o Jose Rene Infante, 24420 South Dixie Highway, Miami FL 33032. Notice shall be deemed given upon as indicated by the records of the delivery service, or on the return receipt.

#### ARTICLE VIII INDEMNIFICATION AND HOLD HARMLESS

COUNTY does hereby agree to indemnify and hold harmless LANDLORD to the extent and within the limitations of Section 768.28., Fla. Stat., subject to the provisions of that Statute from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of COUNTY. However, nothing herein shall be deemed to indemnify LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of LANDLORD or any unrelated third party that does not involve the COUNTY's negligence.

#### ARTICLE IX INSURANCE

This is an absolute gross Lease. LANDLORD shall be responsible for securing a general liability insurance policy with a minimum coverage of \$3,000,000 that insures the Demised Premises used in connection with this Lease. LANDLORD shall secure general liability insurance policy to cover the Demised Premises and shall name Miami-Dade County as an additional insured.

#### ARTICLE X CANCELLATION

Either of the parties may terminate this agreement at any time if the other party commits a material breach of this Agreement and such breach is not cured within thirty (30) business days subject to reasonable extensions for unforeseeable delays; such as, but not limited to, acts of God (i.e., natural disasters, weather related delays, fire and the like) and delays associated with the building permitting process. LANDLORD acknowledges and agrees that the proposed bus station will not be built by COUNTY adjacent to the Demised Premises to operate as a Park and Ride facility thereon but-for the parties entering into this Agreement, and a breach of this Agreement by LANDLORD may subject COUNTY to damages.

COUNTY may choose to not renew this Agreement after the expiration of the initial ten (10) year term of this Agreement by giving at least ninety (90) days advance written notice to the LANDLORD prior to commencement of the second term

(which is a five (5) year term), beginning August 3, 2028, or prior to the commencement of any of the three other consecutive five year terms thereafter.

#### ARTICLE XI OPTION TO RENEW

This Agreement will be automatically renewed for an additional thirty-year period on August 3, 2048 ("Additional Renewal Term"), unless it is first canceled in accordance with Article X, or by either party, by giving at least ninety (90) days advance written notice prior to the commencement of the Additional Renewal Term (August 3, 2048). Upon commencement of the Additional Renewal Term, unless first canceled as herein provided, COUNTY may choose to not renew this Agreement after expiration of the first five year term, by giving at least ninety (90) days advance written notice to the LANDLORD prior to the commencement of the second five year term, beginning August 3, 2053, or prior to the commencement of any of the five other consecutive five year terms thereafter. All terms and conditions applicable to original lease period shall apply to the Additional Renewal Term.

#### ARTICLE XII MAINTENANCE

This is an absolute gross lease. LANDLORD shall be solely responsible for any and all maintenance and repairs of the Demised Premises and facilities thereon and all costs associated with same. LANDLORD shall promptly make all repairs and replacements and shall keep the Demised Premises and facilities thereon (including without limitation the parking and surrounding areas, lighting, bumpers, curbs, and drainage) in a operable, well-lighted, usable, clean condition for the use described herein and shall keep the Demised Premises free and clear of all safety hazards, disrepair, rubbish, trash and debris whether environmentally generated or man-made. Notwithstanding the same, LANDLORD shall be responsible for striping and sealing the 124 parking spaces on the Demised Premises every 15-years after the date this Agreement is signed by the parties. If upon fifteen (15) business days written notice, LANDLORD fails to maintain and/or apply for permits to repair any portion of the Demised Premises or facilities thereon, COUNTY shall have the right, but not obligation to enter upon the Demised Premises and Landlord's adjacent property to the extent necessary to maintain or repair the Demised Premises. In such event, LANDLORD shall pay COUNTY for all actual costs expended by County to maintain or repair the Demised Premises plus a five percent (5%) management fee.

#### ARTICLE XIII UTILITIES

This is an absolute gross lease. Landlord shall be responsible for all utility fees on the Demised Premises and all costs associated with same.

ARTICLE XIV  
SECURITY

COUNTY is solely responsible for determining the extent of security and for providing said security, if any.

ARTICLE XV  
HAZARDOUS WASTE OR CONTAMINATION

The COUNTY hereby acknowledges that LANDLORD has provided to the COUNTY a Phase I and Phase II environmental study of the Property. The COUNTY confirms that the results of said studies are satisfactory for the use of the Demised Premises as described herein.

If COUNTY's use of the Demised Premises activities result in the introduction of hazardous materials or contamination of the soil or ground water, then COUNTY agrees (i) to notify LANDLORD immediately of any contamination, claim of contamination or damage, (ii) after consultation and approval of LANDLORD, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold LANDLORD harmless from and against any claim, suits, causes of action, costs and fees, including attorney's fees, arising from or connected with any such contamination or damage. This provision shall survive termination of this lease.

ARTICLE XVI  
PROPERTY TAXES

This is an absolute gross lease. LANDLORD shall be solely responsible for and shall timely pay any and all property taxes, assessments, excises, levies, and other charges or impositions assessed on the Demised Premises or facilities used in connection with this Lease.

ARTICLE XVII  
PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Lease, LANDLORD agrees that COUNTY shall and may peaceably have, hold and enjoy the premises above described without hindrance or molestation by LANDLORD. At the expiration of this Lease, the COUNTY shall, without demand, quietly and peacefully deliver up possession of the Demised Premises in as good condition as they are now, except for normal wear and damage by the elements.

ARTICLE XVIII  
GOVERNING LAW/  
LAWSUIT COSTS

This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida without reference to conflict of law principles. For purposes of any claim arising under this Agreement, all of the parties hereto submit to the exclusive jurisdiction of the courts of the State of Florida, Miami Dade County, and agree not to raise and waives any objection to or defense based upon the venue of any such court or based upon forum non convenience. In the event that a lawsuit is brought to enforce or interpret all or any portion of this Lease, the prevailing party in such suit shall be entitled to recover, in addition to any other relief available to such party, reasonable costs incurred.

ARTICLE XIX  
NON-DISTRUBANCE

All fee mortgagees and/or any other lender providing financing secured by Landlord's Property must execute a non-disturbance agreement with the County substantially in compliance with the recordable form attached hereto as Exhibit "C" and made a part hereof. Such non-disturbance agreement provides in pertinent part that in the event of any action or proceeding for the foreclosure of the security instrument or sale of the Property or in any other event initiated by lender that would otherwise result in the termination of this Agreement, this Agreement will not be disturbed and County will be allowed to continue peacefully in possession of the Demised Premises. LANDLORD shall provide COUNTY a copy of all fee mortgages and such financing/security agreements. COUNTY shall not be obligated to provide any documentation to the holder of any fee mortgages or any other lender which in any way prejudices County's rights under this Agreement.

ARTICLE XX  
MISCELLANEOUS

This Lease contains the entire Agreement between the parties hereto and all previous negotiation leading thereto and it may be modified only by an agreement in writing signed and sealed by LANDLORD and COUNTY. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. If any provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Lease may be executed in one or more counterparts, each of which shall be original and all of which, taken together, shall constitute one and the same document, and may be executed and delivered by email or telecopier transmission of executed signature pages.

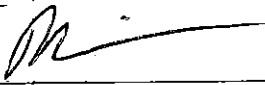
EXECUTION PAGE TO FOLLOW

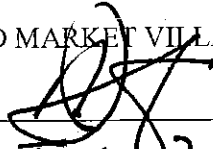
IN WITNESS WHEREOF, the LANDLORD and COUNTY have caused the Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

WITNESS:

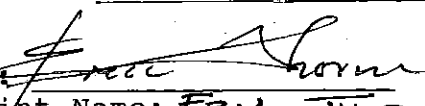
REDLAND MARKET VILLAGES, INC.

By: 

By: 

Print Name: Michael B. Skinderson

Print Name: José René Truitt

By: 

Print Name: Eric Horne

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Approved by County Attorney as to  
form and legal sufficiency. \_\_\_\_\_

LANDLORD ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July,  
20 19, by Jose Rene Infante  
Personally Known, OR Produced Identification DL# 1515-436-45-180-0  
Type of Identification Produced Florida Drivers License

Javier Bustamante  
Print or Stamp Name:  
Notary Public State of Florida at Large  
Commission No.:  
My Commission expires 7/19/21



JAVIER BUSTAMANTE  
Commission # GG 114534  
Expires July 9, 2021  
Bonded Thru Budget Notary Services

COUNTY ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_,  
Personally Known, \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

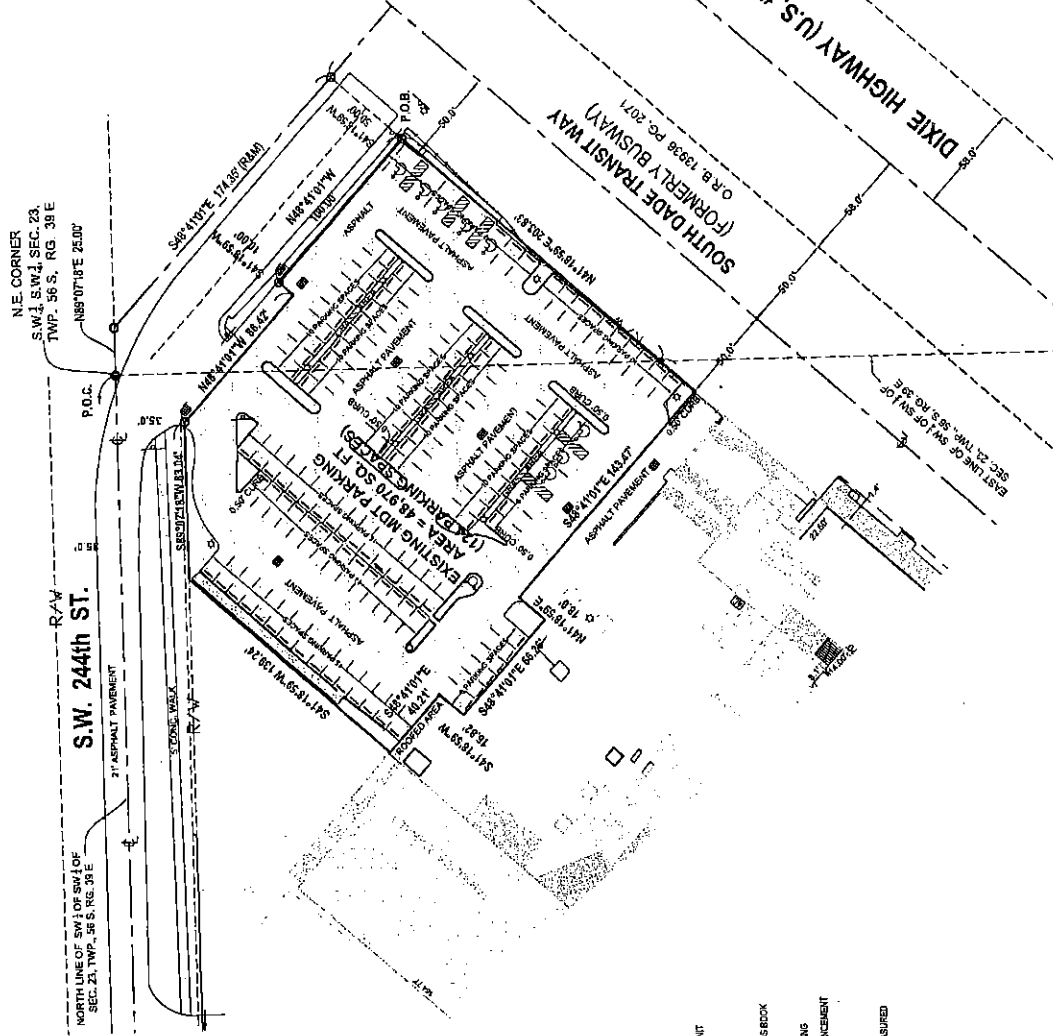
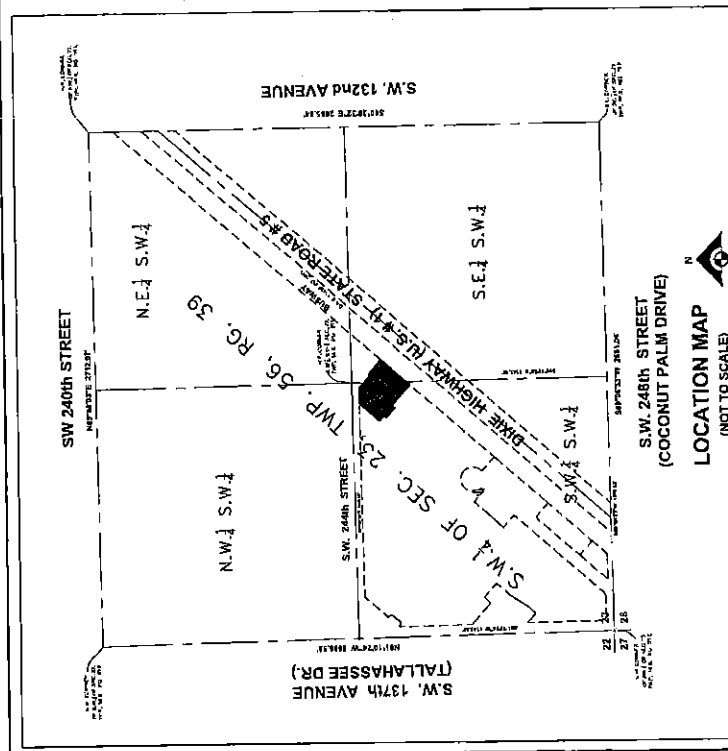
\_\_\_\_\_  
Print or Stamp Name:  
Notary Public State of Florida at Large  
Commission No.:  
My Commission expires \_\_\_\_\_

EXHIBIT A  
Description of Real Property

# SKETCH OF SURVEY

MDT PARK & RIDE LEASE AREA

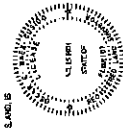
(NOT A BOUNDARY SURVEY)



- LEGEND**
- ACT UNIT
  - CATCH BASIN
  - CENTERLINE
  - FREE HYDRANT
  - HANDICAP PARKING SPACE
  - LIGHT POLE
  - SIGN
- ABBREVIATIONS**
- AC = AIR CONDITIONER UNIT
  - CONC = CONCRETE
  - H = HUB
  - ODL = OFFICIAL RECORDS BOOK
  - POB = POINT OF BEGINNING
  - POC = POINT OF COMMENCEMENT
  - R = RADIAL
  - RL = RANGE
  - RSN = RECORDED & MEASURED
  - RW = RIGHT OF WAY
  - RT = RIGHT
  - SEC = SECTION
  - TWP = TOWNSHIP

**NOTES:**

- THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF RECORDING THE LEASE AREA FOR THE MDT PARK & RIDE LEASE AREA.
- THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 349, F.S.
- THE SURVEYOR HAS REVIEWED THE RECORDS OF THE FLORIDA SURVEYING AND MAPPING BOARD AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS AREA.
- THE SURVEYOR HAS REVIEWED THE RECORDS OF THE FLORIDA SURVEYING AND MAPPING BOARD AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS AREA.
- THE SURVEYOR HAS REVIEWED THE RECORDS OF THE FLORIDA SURVEYING AND MAPPING BOARD AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS AREA.



**360° SURVEYING AND MAPPING, LLC**  
 Land Surveyors - Land Planners  
 2000 S.W. 53rd Court, Miami, Florida 33155  
 PHONE: (305) 265-1002

**360° SURVEYING AND MAPPING, LLC**  
 Land Surveyors - Land Planners  
 2000 S.W. 53rd Court, Miami, Florida 33155  
 PHONE: (305) 265-1002

**JOB NO. 192-0077**  
**DRAWN CB**  
**ORIGINAL**  
**FIELD DATE 08-07-2019**

**SHEET 1/1**

**EXHIBIT B**  
**Subordination, Non-Disturbance and Attornment Agreement**

PREPARED BY AND AFTER  
RECORDING RETURN TO:

Josias N. Dewey  
HOLLAND & KNIGHT LLP  
701 Brickell Avenue  
Miami, Florida 33131

---

**SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE**

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**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), is made as of this \_\_\_\_ day of August, 2019 among OCEAN BANK, a Florida banking corporation (the "Lender"), REDLAND MARKET VILLAGE, INC, a Florida corporation ("Landlord"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Miami Dade Department of Transportation and Public Works ("Tenant").

**Background**

A. Lender has agreed to make a loan to Landlord in the original principal amount \$7,900,000.00 ("Loan"), which will be secured by a mortgage, deed of trust or similar security instrument (either, "Security Instrument") on Landlord's property described more particularly on Exhibit A attached hereto ("Property").

B. Tenant is the present lessee under that certain lease agreement between Landlord and Tenant dated August \_\_, 2019, as thereafter modified and supplemented ("Lease"), demising a portion of the Property described more particularly in the Lease ("Leased Space").

C. A requirement of the Loan is that Tenant's Lease be subordinated to the Security Instrument. Landlord has requested Tenant to so subordinate the Lease in exchange for Lender's agreement not to disturb Tenant's possession of the Leased Space upon the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subordination. Tenant agrees that the Lease, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien and effect of the Security Instrument, as if the Security Instrument had been executed and recorded prior to the Lease.

2. Nondisturbance. Lender agrees that no foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure, or other sale of the Property in connection with enforcement of the Security Instrument or otherwise in satisfaction of the Loan shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the Leased Space provided, however, that (a) the term of the Lease has commenced, (b) Tenant is in possession of the Leased Space, and (c) the Lease is in full force and effect and no uncured default exists under the Lease.

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3. Attornment. Tenant agrees to attorn to and recognize as its landlord under the Lease each party acquiring legal title to the Property by foreclosure (whether judicial or nonjudicial) of the Security Instrument, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Instrument or otherwise in satisfaction of the Loan ("Successor Owner"). Provided that the conditions set forth in Section 2 above are met at the time Successor Owner becomes owner of the Property, Successor Owner shall perform all obligations of the landlord under the Lease arising from and after the date title to the Property is transferred to Successor Owner. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease (except that Successor Owner shall not be relieved from the obligation to cure any defaults which are non-monetary and continuing in nature, and such that Successor Owner's failure to cure would constitute a continuing default under the Lease); (b) subject to a defense which Tenant may have against any prior landlord under the Lease; (c) bound by any modification or supplement to the Lease, or waiver of Lease terms, made without Lender's written consent thereto; (d) liable or bound by any right of first refusal or option to purchase all or any portion of the Property; or (e) liable for construction or completion of any improvements to the Property or as required under the Lease for Tenant's use and occupancy (whenever arising). Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Lender or any Successor Owner such further instruments as Lender or a Successor Owner may from time to time request in order to confirm this Agreement. If any liability of Successor Owner does arise pursuant to this Agreement, such liability shall be limited to Successor Owner's interest in the Property.

4. Rent Payments: Notice to Tenant Regarding Rent Payments. After notice is given to Tenant by Lender that Landlord is in default under the Security Instrument and that the rentals under the Lease are to be paid to Lender directly pursuant to the assignment of leases and rents granted by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender all rent and all other amounts due or to become due to Landlord under the Lease. Landlord hereby expressly authorizes Tenant to make such payments to Lender upon reliance on Lender's written notice (without any inquiry into the factual basis for such notice or any prior notice to or consent from Landlord) and hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Lender's written instructions.

5. Lender Opportunity to Cure Landlord Defaults. Tenant agrees that, until the Security Instrument is released by Lender, it will not exercise any remedies under the Lease following a Landlord default without having first given to Lender (a) written notice of the alleged Landlord default and (b) the opportunity to cure such default within the longer of (i) 30 days after the cure period provided under the Lease to Landlord, (ii) 30 days from Landlord's receipt of Tenant's notice to Lender of a Landlord default, or (iii) if the cure of such default requires possession of the Property, 30 days after Lender has obtained possession of the Property; provided that, in each case, if such default cannot reasonably be cured within such 30-day period and Lender has diligently commenced to cure such default promptly within the time contemplated by this Agreement, such 30-day period shall be extended for so long as it shall require Lender, in the exercise of due diligence, to cure such default, but, unless the parties otherwise agree, in no event shall the entire cure period be more than 120 days. Tenant acknowledges that Lender is not obligated to cure any Landlord default (subject to the provisions of Paragraph 3 above in the case of a Successor Owner), but if Lender elects to do so, Tenant agrees to accept cure by Lender as that of Landlord under the Lease and will not exercise any right or remedy under the Lease for a Landlord default. Performance rendered by Lender on Landlord's behalf is without prejudice to Lender's rights against Landlord under the Security Instrument or any other documents executed by Landlord in favor of Lender in connection with the Loan.



6. Miscellaneous.

(a) Notices. All notices and other communications under this Agreement are to be in writing and sent to the addresses as set forth below. Default or demand notices shall be deemed to have been duly given upon the earlier of: (i) actual receipt; (ii) one (1) business day after having been timely deposited for overnight delivery, fee prepaid, with a reputable overnight courier service, having a reliable tracking system; (iii) one (1) business day after having been sent by telecopier (with answer back acknowledged) provided an additional notice is given pursuant to (ii); or (iv) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, postage prepaid, return receipt requested, and in the case of clause (ii) and (iv) irrespective of whether delivery is accepted. A new address for notice may be established by written notice to the other parties; provided, however, that no address change will be effective until written notice thereof actually is received by the party to whom such address change is sent.

To Lender: Ocean Bank  
780 N.W. 42nd Avenue  
Miami, Florida 33126  
Attn: Commercial Real Estate

To Tenant: Miami-Dade County  
Stephen P. Clark Government Center  
111 N.W. 1st Street  
29<sup>th</sup> Floor  
Miami, Florida 33128  
Attention: \_\_\_\_\_

with copies to: Miami-Dade County  
Department of Public Housing and Community Development  
701 N.W. 1<sup>st</sup> Court  
14<sup>th</sup> Floor  
Miami, Florida 33136  
Attention: \_\_\_\_\_

and

Miami-Dade County Attorney's Office  
111 N.W. 1<sup>st</sup> Street  
Suite 2810  
Miami, Florida 33128  
Attention: \_\_\_\_\_

To Landlord: Redland Market Village, Inc.  
24420 South Dixie Highway  
Pinceton, Florida 33032

(b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior

discussions, representations, communications and agreements (oral or written). This Agreement shall not be modified, supplemented, or terminated, nor any provision hereof waived, except by a written instrument signed by the party against whom enforcement thereof is sought, and then only to the extent expressly set forth in such writing.

(c) Binding Effect; Joint and Several Obligations. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns, whether by voluntary action of the parties or by operation of law. No Indemnitor may delegate or transfer its obligations under this Agreement.

(d) Unenforceable Provisions. Any provision of this Agreement which is determined by a court of competent jurisdiction or government body to be invalid, unenforceable or illegal shall be ineffective only to the extent of such determination and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

(e) Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be an original. This Agreement (and each duplicate original) also may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed Agreement even though all signatures do not appear on the same document.

(f) Construction of Certain Terms. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision; and the word "section" refers to the entire section and not to any particular subsection, paragraph or other subdivision; and "Agreement" and each of the Loan Documents referred to herein mean the agreement as originally executed and as hereafter modified, supplemented, extended, consolidated, or restated from time to time.

(g) Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State where the Property is located (excluding any choice of law rules that may direct the application of the laws of another jurisdiction).

(h) Consent to Jurisdiction. Each party hereto irrevocably consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in the county and state where the Property is located with respect to any legal action arising with respect to this Agreement and waives all objections which it may have to such jurisdiction and venue.

(i) WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO WAIVES AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.

*[Remainder of page is blank; signatures appear on next page.]*



IN WITNESS WHEREOF, this Agreement is executed this \_\_ day of August, 2019.

**LENDER:**

**OCEAN BANK,**  
a Florida banking corporation

By:  \_\_\_\_\_  
Name: Eddie Diaz  
Title: Senior Vice President & Regional Manager

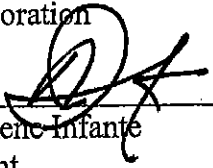
**TENANT:**

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

By: \_\_\_\_\_  
Name:  
Title:

**LANDLORD:**

**REDLAND MARKET VILLAGE, INC,**  
a Florida corporation

By:  \_\_\_\_\_  
Name: Jose Rene Infante  
Title: President

**NOTARY ACKNOWLEDGEMENT FOR LENDER:**

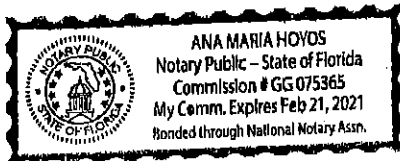
State of Florida :

:SS

County of Miami-Dade :

On this, the \_\_\_ day of August, 2019 before me, the undersigned Notary Public, personally appeared Eddie Diaz S.V.P known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of Ocean Bank in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Ana Maria Hoyos  
Notary Public

**NOTARY ACKNOWLEDGMENT FOR TENANT:**

State of \_\_\_\_\_:

:ss

County of \_\_\_\_\_:

On this, the \_\_ day of August, 2019, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ as the \_\_\_\_\_ of Miami-Dade County, a political subdivision, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she is an officer of the Tenant in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**NOTARY ACKNOWLEDGMENT FOR LANDLORD:**

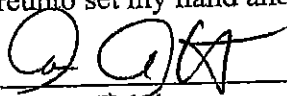
State of Florida \_\_\_\_\_:

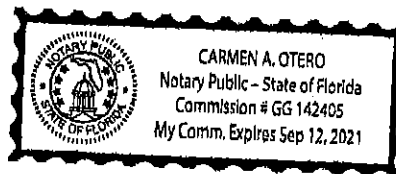
:ss

County of Miami Dade \_\_\_\_\_:

On this, the ~~4th~~ <sup>October</sup> day of ~~August~~, 2019, before me, the undersigned Notary Public, personally appeared Jose Rene Infante, as the manager of Redland Market Village, Inc, a Florida corporation, on behalf of the corporation. He is known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that he is an officer of the Landlord in the capacity stated and that he executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**Legal Description of Property**

(See attached)

#69640052\_v2



EXHIBIT C  
Right of Entry

## RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Redland Market Villages, Inc., hereinafter called the "OWNER" and Miami-Dade County, hereinafter called the "COUNTY".

WHEREAS, County is constructing a new Bus Rapid Transit Terminal Station ("BRT Station") within public rights-of-way along the South Corridor Transitway adjacent to Owner's property as part of County's SMART Plan; and

WHEREAS, Owner has agreed to Lease to County via separate agreement an existing Park and Ride Lot necessary for an existing Bus Station and the proposed BRT Station; and

WHEREAS, there are certain Owner improvements which are located within the public Right of Way which would prevent the construction of the proposed BRT Station; and

WHEREAS, it is hereby determined to be in the best interest of the Owner and the County to remove and/or demolish these improvements to the extent required to timely complete the BRT Station.

NOW, THEREFORE, in consideration of the above stated premises, the Owner and the County hereby agree to the following:

- (1) That the County, and/or its duly authorized representatives shall have the right to enter upon the Owner's remaining property for the purpose of removing and/or demolishing all existing encroachments extending from owner's building located at 24400 S. Dixie Highway into the Right of Way including a concrete loading dock and a roof overhang in the area attached hereto and incorporated herein as Exhibit "A" (the "Encroachments"), and to enter unto the Owner's remaining property to conduct assessments and inspections as deemed necessary by County as part of due diligence associated with the project scope of work. The County shall be solely responsible for the payments(s) of all costs and fees for the removal and/or demolition of the Encroachments.
- (2) The scope of work requires acquiring necessary permits and site preparation prior to commencement of work, therefore the Owner shall cooperate and coordinate with County, its agents, representatives, contractors in connection with all efforts to obtain the necessary permits and perform its work in connection with removing and/or demolition of the existing Encroachments. Additionally, Owner hereby consents, agrees, and grants County and/or its duly authorized representatives a limited power of attorney for the sole purpose of obtaining and signing for Owner all such permits, consents, approvals, and authorizations as are necessary to perform its work in connection with the project; and
- (3) County's duly authorized representative(s) shall name Owner as an additional insured on its generally liability insurance policy that covers for damage to any attached or adjacent building, prior to any work commencing on Owner's property. County's duly authorized representative shall coordinate with Owner so

that the work necessary for removal or demolition of the existing transportation dock will not unreasonably interfere with owner's business; and

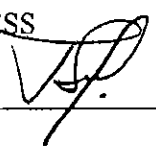
(4) Owner shall be solely responsible (including payment of all costs and fees) for any resurfacing, refacing, and restoring of its property and improvements thereon to its intended use and complying with all laws and ordinances regarding same. Prior to commencement of the demolition work for the Project, Owner shall have timely obtained all signed and sealed plans and permits necessary for such purposes and shall have sealed all doors opening to the Encroachments. Owner's contractor must coordinate with County and/or its duly authorized representative to perform its work and will give priority to County and/or its duly authorized representative if any conflicts arise; and

IN WITNESS WHEREOF, the LANDLORD and COUNTY have caused the Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

REDLAND MARKET VILLAGE , INC.

WITNESS

By:  \_\_\_\_\_

By:  \_\_\_\_\_

ATTEST:

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_

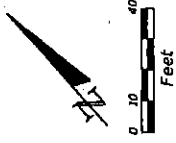
By: \_\_\_\_\_

Approved by County Attorney as to

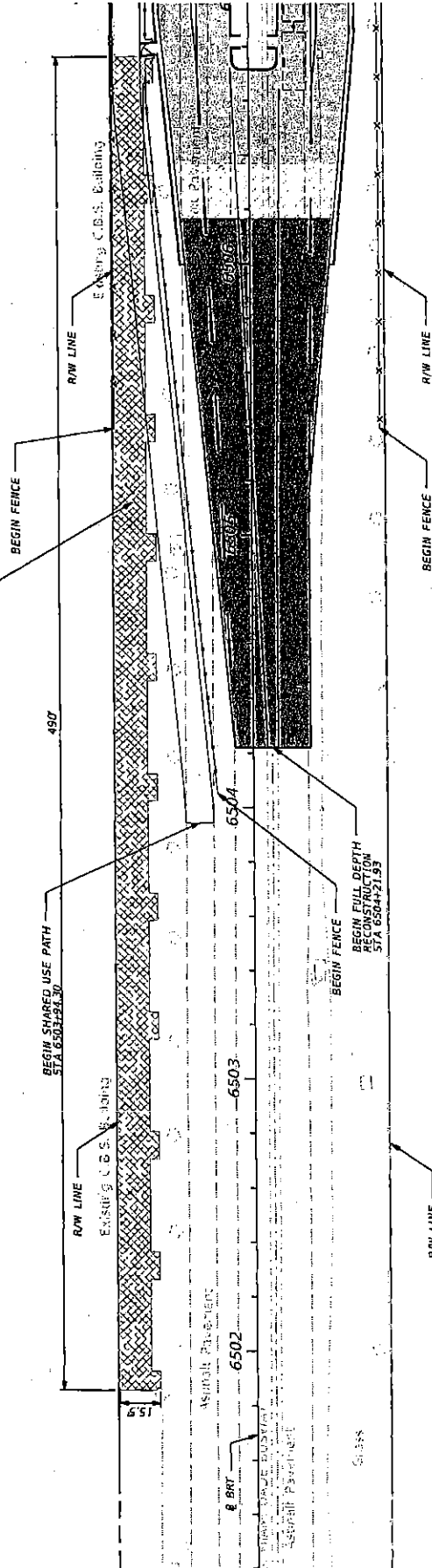
form and legal sufficiency: \_\_\_\_\_

# EXHIBIT A

NOT FOR CONSTRUCTION PRELIMINARY AND SUBJECT TO CHANGE



EXISTING BUILDING ENCROACHMENT  
(15.5' X 450' LOADING DOCK AND ROOF OVERHANG) TO BE REMOVED.



S.R. 51 U.S. 1/SOUTH DIXIE HWY

S.R. 51 U.S. 1/SOUTH DIXIE HWY

- FULL DEPTH ASPHALT RECONSTRUCTION
- ASPHALT TO RIGID PAVEMENT TRANSITION
- RIGID PAVEMENT (CONCRETE)
- MILL AND RESURFACE
- CURB AND GUTTER

TALBOT RD

|                                                                                  |                  |                                                                                                                                             |      |                                                                                   |      |                                                 |      |
|----------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|------|-------------------------------------------------|------|
| <b>DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS</b><br><b>MIAMI-DADE COUNTY</b> |                  | <b>AECOM</b><br><small>100 Corporate Center Drive<br/>Miami, FL 33125<br/>Tel: 305.575.1000<br/>Fax: 305.575.1001<br/>www.aecom.com</small> |      | <b>DB19-DTPW-01: SOUTH CORRIDOR (SOUTH-DADE TRANSITWAY) RAPID TRANSIT PROJECT</b> |      | <b>ROADWAY CONCEPT PLAN</b><br>SHEET NO. RD-084 |      |
| DESIGNED BY<br>DRAWN BY<br>CHECKED BY<br>DATE                                    | APPROVED<br>DATE | DATE                                                                                                                                        | DATE | DATE                                                                              | DATE | DATE                                            | DATE |