

MEMORANDUM

Agenda Item No. 8(N)(1)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution approving the First Amendment to the Coconut Grove Metrorail Lease between Miami-Dade County and GRP Grove Metro Station, LLC for the lease of County-owned Property at the Coconut Grove Metrorail Station and authorizing the County Mayor to execute the amendment and to exercise all rights and provisions contained therein

Resolution No. R-1249-20

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



Geri Bonzon-Keenan
Successor County Attorney

GBK/jp

Memorandum



Date: December 15, 2020

To: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Approving the First Amendment to the Coconut Grove Metrorail Lease Between Miami-Dade County and GRP Grove Metro Station, LLC for the Lease of County-Owned Property at the Coconut Grove Metrorail Station

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the accompanying resolution approving the First Amendment to the Coconut Grove Metrorail Lease (the First Amendment) between Miami-Dade County (County) and GRP Grove Metro Station, LLC (GRP) for the lease of County-owned property at the Coconut Grove Metrorail Station. The purpose of this amendment is to increase residential density to 402 from 250 units, which will increase the number of available workforce housing from 43 to 60 units, and to increase the retail component from 40,000 to 170,000 square feet. This project is projected to create in excess of 140 full-time employee positions once the project is operational and 959 temporary construction positions during development.

Scope

The property is located in Commission District 7, represented by Raquel A. Regalado; however, the impact of the project is Countywide in nature.

Fiscal Impact/Funding Source

This First Amendment does not amend or modify the amount or terms of rent payments to be made by GRP to the County. Specifically, rental payments will amount to the commencement fee \$500,000 and the \$200,000 in the first year of the Lease Agreement; \$350,000 in its second year; and \$450,000 in the third year and each year thereafter. Beginning in the third lease year following the rent commencement date, GRP shall pay the County the minimum annual rent of \$450,000 or three percent of the gross income whichever is greater as defined in the Lease agreement. We are currently in the fifth Lease Year, as such GRP has paid \$2,400,000 in rent. Further, if GRP fails to develop the Coconut Grove Metrorail Station as contemplated in the Lease agreement, GRP will be liable for liquidated rent.

Track Record/Monitor

Javier Bustamante, Chief of the Right-of-Way, Utilities and Joint Development Division of the Department of Transportation and Public Works (DTPW) will be responsible for monitoring the amended lease agreement.

Background

On December 12, 2015, this Board adopted Resolution No. R-1174-15, which authorized the conveyance by lease of the portion of the Coconut Grove Metrorail Station better described in the Lease Agreement as an economic development conveyance under section 125.045, Florida Statutes to GRP. In the period of time since the lease was awarded to GRP, there have been substantial changes in the Miami real estate market and the development originally proposed no longer reflects current area real estate market

demands. In order to help make our community a more sustainable place to live, work and do business and to address the various economic needs of our residents, this lease amendment is recommended because it provides enhancements to the development, which include, but are not limited to, GRP's request and intent to redesign to allow for a mixed-use development project with increased residential density, which will increase the number of available opportunities of workforce housing from 43 to 60 units. Additionally, GRP has proposed to completely eliminate the hotel and office components of the originally planned development, and instead to increase the residential component from 250 units to 402 units and increase the retail space from 40,000 square feet to 170,000 square feet. GRP has also agreed to increase the number of parking spaces designated for use by transit patrons to 250, with 200 of such spaces for the exclusive use by transit patrons during peak transit hours. The Schedule of Construction as stated in Schedule 3.2 is extended by four years. These modifications to the development require a lease amendment, memorialized in The First Amendment, and have already been approved by the Federal Transit Administration.

Additionally, the First Amendment provides that, subject to and conditioned upon the issuance of a temporary certificate of occupancy (or its equivalent) for Phase III of the project as identified on Schedule 3.2, and the County obtaining at GRP's expense a certified appraisal obtained through the Miami-Dade County Appraisal Selection Committee reflecting that the improved value of this lease has an appraised value in excess of \$20 million as required by section 125.35, Florida Statutes (the "Condition Precedent"), the initial term of this lease shall reset and commence on the Effective Date of this First Amendment as approved by this Board and end on the date that is 30 years following the earlier of either: (1) the issuance of a temporary certificate of occupancy (or its equivalent) with respect to Phase III of the Project as identified on Schedule 3.2, or (2) February 28, 2023. Following end of the initial term, as may be extended subject to the above Condition Precedent, there shall be two automatic and consecutive 30-year extensions. The First Amendment further provides that, if the above Condition Precedent occurs, the County Mayor or County Mayor's designee shall provide written notice to GRP that the initial term has been extended as described above.

The First Amendment further provides that subject to this Board's and the Transportation Planning Organization's review and approval process pursuant to Chapter 33E of the Code of Miami-Dade County, Florida, the County agrees to offset as a contribution in lieu of impact fees against road impact fees that would otherwise be due and payable in an amount equal to GRP's capital contributions to the construction of off-site road improvements set forth on Annex A to the First Amendment and GRP's offsite road improvements on SW 27th Avenue and SW 27th Terrace, and the transit capital improvements required to be performed by GRP under the lease.

The proposed lease modifications are expected to result in a development which is more financially viable, and which more fully incorporates transit-oriented development concepts such as mixed income housing and large retail establishments. In addition to the benefits described above, the project is anticipated to create in excess of 140 full time employee positions once the project is operational and 959 temporary construction employee positions during development.



MEMORANDUM

(Revised)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: 
Gen Bonzon-Keenan
Successor 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 *Daniella Levine Carr* Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(1)
12-15-20

RESOLUTION NO. R-1249-20

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE COCONUT GROVE METRORAIL LEASE BETWEEN MIAMI-DADE COUNTY AND GRP GROVE METRO STATION, LLC FOR THE LEASE OF COUNTY-OWNED PROPERTY AT THE COCONUT GROVE METRORAIL STATION AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AMENDMENT AND TO EXERCISE ALL RIGHTS AND PROVISIONS CONTAINED THEREIN

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

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

Section 1. Approves the First Amendment to the Coconut Grove Metrorail Lease between Miami-Dade County and GRP Grove Metro Station, LLC, in substantially the form attached hereto and made a part hereof, for the lease of County-owned property at the Coconut Grove Metrorail Station.

Section 2. Authorizes the County Mayor or the County Mayor's designee to execute the amendment for and on behalf of Miami-Dade County and to exercise all rights and provisions contained therein, other than those reserved by this Board.

Section 3. Directs the County Mayor or the County Mayor's designee to, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the First Amendment to the Coconut Grove Metrorail Lease.

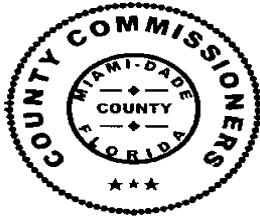
Section 4. Further directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the lease or memorandum of the ground

lease, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of December, 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Annery Pulgar Alfonso

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke at the end, positioned over a horizontal line.

FIRST AMENDMENT TO COCONUT GROVE METRORAIL LEASE

This **FIRST AMENDMENT TO COCONUT GROVE METRORAIL LEASE**, is dated as of the [●] day of [●], 2020 (this “Amendment”), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the “Landlord”), and **GRP GROVE METRO STATION LLC**, a Florida limited liability company (the “Tenant”).

WHEREAS, Landlord and Tenant previously entered into that certain Coconut Grove Metrorail Lease, dated as of December 28, 2015 (the “Lease Agreement”), pursuant to which Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, the Demised Premises (as defined in the Lease Agreement);

WHEREAS, (i) as of the date hereof, the Lease Agreement is effective, (ii) Board Approval (as defined in the Lease Agreement) occurred on December 15, 2015, (iii) the Commencement Date (as defined in the Lease Agreement) occurred on January 1, 2016, and (iv) the condition precedent to the commencement of the construction phase contemplated in Section 1.4 of the Lease Agreement have been satisfied by Tenant;

WHEREAS, Landlord continues to recognize the potential for public and private benefit through a joint use development of the Demised Premises in order to promote Metrorail usage and to further economic development in Miami-Dade County; and

WHEREAS, in order to to help make our community a more sustainable place to live, work and do business and to address the various economic needs of our residents, Landlord agrees to amend the Lease Agreement in consideration of Tenant’s enhancements to the Project, including, but not limited to: Tenant’s redesign to allow for a mixed-use development project with increased residential density, which will increase the number of available opportunities of workforce housing from 43 to 60 units; and

WHEREAS, Tenant has increased the number of parking spaces designated for use by transit patrons to 250, with 200 of such spaces for the exclusive use by transit patrons during peak transit hours; and

WHEREAS, Tenant is creating in excess of 140 full time employee positions once the project is operational and 959 temporary construction employee positions during development; and

WHEREAS, Landlord and Tenant desire to amend the Lease Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for and in consideration of the above-stated premises and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Incorporation of Recitals; General Provisions.** The foregoing recitals are true and correct and are incorporated in and made a part of this Amendment by reference. All capitalized

terms used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Lease Agreement.

2. **Term Extension.** The first paragraph of Section 1.2 of the Lease Agreement is hereby amended and restated as follows:

“Subject to and conditioned upon the issuance of a temporary certificate of occupancy (or its equivalent) for Phase III of the Project as identified on Schedule 3.2, and Landlord obtaining at Tenant’s expense a certified appraisal obtained through the Miami-Dade County Appraisal Selection Committee reflecting that the improved value of this lease has an appraised value in excess of \$20 million as required by section 125.35, Florida Statutes (the “Condition Precedent”), the initial term of this Lease shall reset and commence on the Effective Date of this Lease Amendment as approved by the Miami-Dade County Board of County Commissioners and end on the date that is thirty (30) years following the earlier of either: (1) the issuance of a temporary certificate of occupancy (or its equivalent) with respect to Phase III of the Project as identified on Schedule 3.2, or (2) February 28, 2023. Following end of the initial term, as may be extended subject to the above Condition Precedent, there shall be two (2) automatic and consecutive thirty (30) year extensions. .

If the above Condition Precedent occurs, the County Mayor or County Mayor’s designee shall provide written notice to the Tenant that the initial term has been extended pursuant to the preceding paragraph.

3. **Commencement Date.** Section 2.1(h) of the Lease Agreement is hereby deleted in its entirety and replaced with the word “omitted.”

4. **Phasing.**

(a) Section 3.2 of the Lease Agreement is hereby amended by adding the following sentence to the end of the Section: “Notwithstanding the foregoing, nothing herein shall preclude the Developer from constructing all Phases simultaneously.”

(b) Section 3.3(a) of the Lease Amendment is hereby amended and restated as follows: “If Tenant has not received a Certificate of Occupancy by the end of the construction period for that Phase as identified in Schedule 3.2 (the “Scheduled Completion Date”), subject to Unavoidable Delays and duly requested and approved changes to the construction schedule, Tenant shall pay to Landlord assessed liquidated rent (the “Assessed Liquidated Rent”) in accordance with Schedule 3.3 attached hereto by this reference made a part hereof, in the amount of Participation Rent projected to be paid by Tenant to Landlord from the Scheduled Completion Date for such Phase until that Phase receives a Certificate of Occupancy.

5. **Modification to Payment Regime.**

(a) Section 3.5 of the Lease Agreement is hereby amended and restated as follows:

“Payment of Participation Rent. 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, (hereinafter “Certified Statement of Gross Income”) within one hundred twenty (120) days after the end of each Lease Year that Participation Rent is due.¹ Landlord shall then issue a letter or invoice to Tenant detailing the amount of Participation Rent payable by Tenant. To the extent Participation Rent is due hereunder, Tenant shall pay Participation Rent in respect of a Lease Year in twelve (12) equal installments due on or before the fifth (5th) day of each month in the Lease Year based on the Certified Statement of Gross Income in respect of the previous Lease Year. To the extent the Certified Statement of Gross Income in respect of such Lease Year exceeds the Certified Statement of Gross Income in respect of such previous Lease Year, Tenant shall make Landlord whole for such shortfall in payment (including any shortfall in payment in the then-current Lease Year) in its next rent payment. To the extent the Certified Statement of Gross Income in respect of such Lease Year is less than the Certified Statement of Gross Income in respect of such previous Lease Year, Tenant shall automatically receive a credit in the amount of such overpayment (including any overpayment in the then-current Lease Year) in its next rent payment (and any subsequent rent payment, to the extent necessary).”

(b) Section 3.6 of the Lease Agreement is hereby amended and restated as follows:

“Gross Income. “Gross Income” shall mean, all considerations collected by Tenant from all commercial, retail, residential, and any other uses of the Demised Premises, exclusive of sales tax owed by sublessee(s) or subtenant(s), vacancy and collection loss, and insurance proceeds that were re-invested into the Project within one hundred eighty (180) days of receipt thereof by Tenant, all of which shall be subject to County approval, and, if applicable, together with any other income designated as “Gross Income” for purposes hereof pursuant to any other agreement entered into between Landlord and Tenant.”

(c) Section 3.11 of the Lease Agreement is hereby amended by replacing the reference to “Penalty Rents” with a reference to “Assessed Liquidated Rent.”

6. **Station Improvements.**

(a) Section 3.1(c) of the Lease Agreement is hereby amended and restated as follows:

“Station Improvements: As additional consideration, as part of Phase I, Tenant agrees to provide Landlord, at Tenant’s cost, with improvements numbered 1, 2 and 3, inclusive, on Exhibit “B” of this Lease. Further, Tenant agrees to provide Landlord with improvements numbered 4, 5, 6, 7 and 8 inclusive, on Exhibit “B” of this Lease to the Coconut Grove Metrorail Station in an amount not to exceed Five Million Dollars (\$5,000,000.00) (“Station Improvement Allowance”), except in the event that a cost overrun is solely attributable to the negligence, bad faith, willful misconduct or a breach hereof by Tenant (or its subcontractors or suppliers). It is expressly understood that the Station Improvement Allowance shall only be used on the items 4, 5, 6, 7 and 8 on Exhibit “B” of this Lease and

¹ Landlord does not waive any of its rights to audit, including but not limited to the rights provided in Section 3.7.

that there is no obligation for Tenant to expend the entire Station Improvement Allowance. Once the items on 4, 5, 6, 7 and 8 on Exhibit "B" are completed, then the Station Improvement Allowance shall be deemed extinguished and Tenant shall have no further obligation of this Section 3.1(c). With respect to items 4, 5, 6, 7 and 8 on Exhibit "B," and prior to commencing work, Tenant shall submit to Landlord an engineer's cost estimate or construction bid for such scope of work. In the event such engineer's estimate or construction bid for items 4, 5, 6, 7 and 8 on Exhibit "B" exceeds Five Million Dollars (\$5,000,000.00) for such scope of work, Landlord in consultation with Tenant shall then prioritize the scope of work for said items to ensure the cost for such prioritized scope of work shall not exceed Five Million Dollars (\$5,000,000.00) and the Director of DTPW shall submit a letter to Tenant detailing such prioritized scope of work. In the alternative, Landlord may choose not to prioritize said scope of work and may seek Board of County Commissioners approval for the expenditure of such additional funds."

(b) Exhibit "B" of the Lease Agreement is hereby amended and restated as set forth on Annex A hereto.

(c) In consideration of the Project being a transit-oriented development on County land promoting transit ridership to and from the Coconut Grove Metrorail Station, and subject to the Board or County Commissioners' and the Transportation Planning Organization's review and approval process pursuant to Chapter 33E of the Code of Miami-Dade County, Florida (the "Code"), Landlord agrees to offset as a contribution in lieu of impact fees against road impact fees that would otherwise be due and payable in an amount equal to Tenant's capital contributions to the construction of off-site road improvements set forth on Annex A hereto and Tenant's offsite road improvements on SW 27th Avenue and SW 27th Terrace, and the transit capital improvements, including, but not limited to, the relocation of the Bus Terminal, modernization and refurbishment of transit station escalators and elevators, bike and pedestrian facility improvements and way finding signage contained in items 1, 4, 5, 6, 7 and 8 of Exhibit "B" to the Lease Agreement, required to be performed by Tenant under the Lease. Tenant's aggregate capital contributions in respect of such improvements are expected to exceed the road impact fees required from the development of the Project.

7. **Assessed Liquidated Rent.** Schedule 3.3 of the Lease Agreement is hereby amended as follows:

(a) The following provision is hereby inserted at the beginning of the Schedule:

"Assessed Liquidated Rent shall be applied, as set forth in Section 3.3, to the extent that a Phase set forth on Schedule 3.2 does not receive a Certificate of Occupancy within the Scheduled Completion Date, subject to the extensions allowed in Section 3.3, in the following amounts, as and if applicable."

(b) The column captioned "2019" is hereby relabeled "2023."

(c) The column captioned "2020" is hereby relabeled "2024."

(d) The column captioned "2021" is hereby relabeled "2025."

(e) The column captioned “2022” is hereby relabeled “2026.”

(f) The column captioned “2023” is hereby relabeled “2027.”

8. **Conformity of Plans.** Section 4.3 of the Lease Agreement is hereby amended and restated as follows:

“Conformity of Plans. Preliminary Plans and Construction Plans and all work by Tenant with respect to the Demised Premises and to Tenant’s construction of Buildings thereon shall be in conformity with this Lease, applicable building codes, and all other applicable federal, state, county and local laws and regulations, including in conformity with applicable provisions of the Fire Life Safety Criteria found in the Metrorail Compendium of Design Criteria, Volume 1, Chapter 9, and the Urban Design Manual for Miami-Dade County (except for any variances set forth in Final Design Plans submitted to and approved by Landlord).”

9. **Additional Work.** Section 4.19 of the Lease Agreement is hereby amended and restated as follows:

“Additional Work. Landlord and Tenant hereby acknowledge, if both parties hereto agree, that Landlord may contract for certain work or services to be provided by Tenant in and around the Station, including, but not limited to, construction and maintenance items. Such work shall be at the cost of the Landlord and, if the parties hereto agree, may be paid in the form of a rent credit.”

10. **Parking Spaces.** Section 4.20(a) of the Lease Agreement is hereby amended and restated as follows:

“Commencing on the Commencement Date and subject to the rights of Tenant as set forth herein, Landlord shall be entitled to the following parking arrangement for its Miami-Dade Transit patrons (the “Transit Patrons”):

(i) Tenant will designate no less than 250 parking spaces for Transit Patrons on the 5th floor of the parking garage (the “Transit Spaces”), that shall be available to Transit Patrons at all times between the hours of 6:00 AM and 12:00 AM, subject to the sharing of parking spaces contemplated in clause (iii) below, no less than 100 of such Transit Spaces shall be for the exclusive use by Transit Patrons during the hours of 6:00 AM to 8:00 AM Monday through Friday, and 200 of such Transit Spaces shall be for the exclusive use by Transit Patrons during peak transit hours between the hours of 8:00 AM to 6:00 PM Monday through Friday. 2 Stroller and 4 ADA parking spaces accessible to Transit Patrons will be designated separately from the Transit Spaces and located on the 2nd floor of the parking garage.

(ii) The Transit Spaces area of the parking garage shall be delineated with signage indicating the spaces are for the use of Transit Patrons, and equipped with technology that will allow transit patrons to be charged at preferred Miami-Dade Transit parking rates as compared to more expensive rates for retail patrons of the Project.

(iii) The Transit Spaces area shall also be available on a shared basis to

registered residential patrons of the Project in the event parking is not available to such patrons on floors 3 and 4 of the parking garage during the hours of non-peak transit hours between 6:00 PM and 8:00 AM Monday through Friday and at all times Saturday and Sundays. Tenant and Landlord shall work together on a coordinated enforcement plan for all portions of the garage.

(iv) Notwithstanding the foregoing, prior to commencement of Phase III of the Project, Tenant shall make temporary improvements, as agreed by the parties, to Lot 48 on the north side of SW 27th Avenue, which shall consist of grading the lot, surfacing with gravel or milling, providing parking bumpers and temporary lighting, for the purpose of providing one hundred (100) parking spaces for the exclusive use of Transit Patrons until such time as the parking garage Transit Spaces are made available for use by Transit Patrons. Tenant shall arrange for free shuttle service for Transit Patrons between Lot 48 and the Station from the hours of 7:00 AM to 9:00 AM, and 4:30 PM to 7:00 PM Monday thru Friday, excluding holidays.”

11. **County Cooperation with respect to Approvals and Permits.** Article 4 of the Lease Agreement is hereby amended by inserting the following new Section 4.21:

“**County Cooperation with respect to Approvals and Permits.** Landlord shall cooperate with Tenant in relation to any application by Tenant for any approval, permit, permission, consent, license, certificate, easement or other authorization required from time to time in connection with the Project (collectively, the “Governmental Approvals”), whether any such Governmental Approval is to be issued by Landlord or any other governmental entity. To the extent possible, Landlord agrees to act as applicant with respect to any Governmental Approvals to be submitted to a governmental entity other than Landlord. Landlord shall expeditiously review and execute in its capacity as Landlord hereunder, and not in its regulatory capacity, all applications for Governmental Approvals to be issued by it in connection with the Project. The County Mayor or his designee shall use good faith efforts to execute any applications, forms or petitions necessary to modify, renew or obtain Governmental Approvals to be issued by Landlord within twenty (20) Business Days from receipt of a written request from Tenant, unless said Government Approvals is subject to review or approval by the Federal Transit Administration or the Board of County Commissioners.”

12. **Responsible Wages.** Section 26.2 of the Lease Agreement is hereby amended and restated as follows:

“Responsible Wages and Benefits are those established by the Board for the listed trades working at the Project under Section 2-11.16 of the Code. The rates have been established in accordance with the stipulations contained in Miami-Dade County Ordinance No. 90-143, and have been established as being the rates for the corresponding classes of workers employed for construction projects of a similar character in the locality where the Project is located. Tenant, and any assignee or Major Sublessee, as well as any developer or co-developer, shall pay wages and fringe benefits at rates not less than the Responsible Wages and Benefits (Section 2-11.16 of the Code) as stipulated for each listed trade. Tenant and any assignee or Major Sublessee shall complete the Miami-Dade County Fair Wage Affidavit and comply with the requirements of Section 2-11.16 of the Code in the construction of the Project.”

13. **Non-Discrimination.** Article 26 of the Lease Agreement is hereby amended by inserting the following new Section 26.3:

"During the term of this Lease and the performance of Tenant's obligations hereunder, Tenant agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training. By entering into this Lease, Tenant attests that it is not in violation of the Americans with Disabilities Act of 1990 or Miami-Dade County Resolution No. R-385-95."

14. **Compliance Standard.** Schedule 3.2 of the Lease Agreement is hereby amended and restated as set forth on Annex B hereto.

15. **Covenants in Lieu.** Section 4.2(a) of the Lease Agreement is hereby amended by inserting the words "prepare any necessary covenant in lieu of unity of title" before the words "join in such easements" and by inserting the words "covenant or" before the words "joinder by Landlord."

16. **References to MDT.** Section 2.1(cc) of the Lease Agreement is hereby amended and restated as follows:

"DTPW shall mean the County's Department of Transportation and Public Works, or its successor County agency or department."

All reference to "MDT" in the Lease Agreement are hereby replaced with references to DTPW.

17. **Parking Sublease.** Schedule 4.2 of the Lease Agreement is hereby amended and restated as set forth on Annex C hereto.

18. **Tenant Address for Notices.** Tenant's address in Section 20.1 of the Lease Agreement is hereby amended and restated as follows:

"GRP Grove Metro Station, LLC
3109 Grand Avenue #349
Coconut Grove, FL 33133
Attn: David Martin & Peter LaPointe

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

19. **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;

(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); and

(e) to its knowledge, after giving effect to this Amendment, no condition exists which would constitute an Event of Default, either with or without notice or lapse of time.

20. **Miscellaneous Provisions.**

(a) The effective date of this Amendment shall be the same date as the effective date of the appropriate resolution adopted by the Miami-Dade County Board of County Commissioners approving this Amendment.

(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 counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.

Signature pages follow.

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

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

LANDLORD

ATTEST:
HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____

Approved as to form and legal sufficiency

Print Name: _____

Signed in the presence of:


Print Name: Mayelis Romero


Print Name: Derrick Mosley

TENANT

GRP GROVE METRO STATION, LLC,
a Florida limited liability company

By: 
Name: David Martin
Title: Manager

Notarizations begin on following page.

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of: (check one) ☒ physical presence; or ☐ remote audio-visual means this 1st day of September, 2020, by David Martin, as Manager of GRP GROVE METRO STATION, LLC, a Florida limited liability company.

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:



**ANNEX A TO AMENDMENT TO
COCONUT GROVE METRORAIL LEASE**

**Exhibit “B”
Station Improvements**

**Coconut Grove Transit Oriented Development Requirements
for the Transit Components**

- 1.) Transit Bus Terminal – The bus driveway and bus bays are to be redesigned and upgraded. They may stay in the same location or be relocated. In either case, the facility must be seamlessly integrated with the development. Redesign and upgrade of passenger waiting areas and shelters and/or benches in those areas required.
 - a. A minimum of six (6) Sawtooth Bus Bays with adequate buffering separating the Site from the abutting residential neighborhood, to include:
 - i. Two (2) bays able to accommodate (60') sixty-foot articulated buses
 - ii. Four (4) bays able to accommodate (40') forty-foot conventional buses.

Coordinate with MDT on the bus bay design specifications (bus bay shall include a small tangent in front of where the bus pulls in)

- b. Bus lanes shall be a minimum of 24 feet wide to allow buses in motion to pass stalled buses
 - c. Minimum turning radii shall be 50 feet outside dimension with 3.1 feet allowance for the front overhang of buses
 - d. All bus areas must be concrete pavement, no asphalt pavement
 - e. Provide continuous canopied covered passenger waiting area for all sawtooth bus bays
 - f. Provide indication system informing operators (at transit bus terminal) when trains are arriving at the station
- 2.) Kiss-and-Ride Area – The kiss and ride lane running parallel to the bus driveway must be redesigned and upgraded. It may stay in the same location or be relocated.
 - a. Kiss-and-ride area shall be oriented to the direction of travel to enhance maneuvering and to provide safe and direct access for patrons to the covered pedestrian waiting area
- 3.) Auto Parking Facilities - The developer must provide a minimum of two hundred fifty (250) parking spaces (including ADA and stroller) for the use by Miami-Dade County transit patrons in accordance with Section 4.20(a) if the Lease Agreement.
 - a. The layout of parking areas in regard to closeness to a transfer terminal should be given in order of 1) bicycle parking, 2) accessible parking, 3) motorcycle parking 4) carpool and vanpool parking, 5) Kiss-and-Ride, passenger drop off and pick up areas, 6) stroller parking, 7) short-term parking, and 8) long-term parking

- b. Parking spaces shall be a minimum of 8.5 feet by 18 feet minimum, two-way driving aisles 23 feet wide
 - c. Provide motorcycle parking spaces. Motorcycle parking spaces shall be four (4) feet wide by eight (8) feet long. Construct motorcycle/scooter parking area with a concrete surface
 - d. As part of the 250 parking spaces, 4 parking spaces shall be designated short-term parking spaces and located closest to the Coconut Grove Metrorail Station. Short-term parking allows drivers to stop and park temporarily to wait for passengers (the driver remaining in vehicle).
 - e. Provide carpool/vanpool preferential parking
 - f. Provide one (1) designated MDT parking space
- 4.) The M-Path pedestrian and bicycle path must remain but relocation may be considered. The developer must coordinate his activities with the Underline Project plan. Tenant agrees to coordinate the location of a bike share program for a vendor under contract with Miami-Dade County. Such location will be subject to Landlord's approval, not to be unreasonably withheld, conditioned or delayed.
- 5.) The developer must upgrade and/or update the Metrorail station, including but not limited to the escalator modernization and elevator refurbishment as set forth in Attachment; upgrading of surveillance systems; upgrading of station landscaping, hardscaping, site illumination/lighting and wayfinding signage (in each case, in both the Metrorail station and throughout the Demised Premise); new public men's and women's restrooms on the ground floor to be accessed from the plaza (three stalls and an drinking fountain); enhancement of facilities, which promote pedestrian and bicycle accessibility and installation of artwork (including murals) within the Coconut Grove Metrorail Station. MDT is looking for harmonization of the development with the surrounding Transit Oriented Development.
- 6.) Pedestrian Facilities
 - a. Provide continuous covered sidewalks to/from the Station (except for any variances set forth in Final Design Plans submitted to and approved by Landlord).
- 7.) Bicycle Facilities
 - a. Provide covered bicycle racks and lockers either inside the transit terminal or the Demised Premise so long as the same is located within 100 feet of the transit terminal.
- 8.) Ancillary Facilities - Facility Entry/Wayfinding/Regulatory Signage
 - a. Provide a gateway feature at main entrance to facilitate identification of MDT Transit terminal
 - b. Provide a park-and-ride lot monument sign at entrance

- c. Install at least one ticket vending machine in the Coconut Grove Metrorail Station if Tenant constructs an additional entrance for the station
- d. Provide real-time bus rail tracking information signs
- e. Provide real-time parking space counter equipment and signs
- f. Provide Miami-Dade County facilities signage/wayfinding to direct patrons to Miami-Dade County parking areas, kiss-and-ride area, and transit bus terminal
- g. Upgrade of closed circuit camera television (CCTV) systems and its respective software components
- h. Provide proper levels of illumination throughout the site including passenger waiting areas, covered walkway and parking areas to improve safety and security

Design Guidelines

The development shall conform to the design guidelines outlined by the Florida Building Code, Miami-Dade County Code of Ordinances, the Florida Department of Transportation (“FDOT”) Transit Facilities Design Guidelines, the Miami-Dade Transit Rapid Transit System Extensions Compendium of Design Criteria, Exhibit E, (as revised or amended), and all other applicable laws and regulations, which are either now in existence, and/or which may later be enacted or otherwise come into existence.

**ANNEX B TO AMENDMENT TO
COCONUT GROVE METRORAIL LEASE**

**Schedule 3.2
Schedule of Development**

The components or Phases of the Project proposed to the County are approximately:

Garage: 1220 spaces

Retail: Approximately 170,000 square feet

Residential: 402 rental units of which at least 15% shall be workforce housing with an aspirational goal of at least 25% of workforce housing.

The projected costs for each of these components is anticipated to be \$162.3 million in the aggregate.

Design-Build Period (Approximate):

Phase I (Water Main Relocation):	October 2018 through August 2019
Phase II (Bus Depot):	June 2020 through May 2021
Phase III (Retail, Residential and Garage):	September 2020 through February 2023
Phase IV (Station Improvements)	December 2021 through October 2022

Each Phase may be constructed or developed independently of the other Phase and in any sequence (or simultaneously). The first Phase, provided the approvals required herein have been received as contemplated in the Lease, shall include at a minimum the Water Main Relocation and at least one hundred thousand (100,000) square feet of another one of the Phases. As for approvals, the timelines in this Schedule 3.2 assumes that there is only one round of approval and responses. Each Phase and the order of each Phase will depend on market conditions and Tenant shall not be obligated to construct any Phase in a particular order, except the Garage Phase and the Station Improvements which shall be part of the first Phase. Note that the platting process in the City of Miami is approximately two (2) years and that a building permit cannot be issued until the proposed plat is approved by the City of Miami City Commission. If the plat required in Section 4.6 of the Lease is approved by the City of Miami after the proposed Commencement of Construction is to occur, then such proposed Commencement of Construction Date, shall be extended accordingly. Tenant shall not be in Default nor shall an Event of Default exist as it relates to Tenant's Phased Development so long as the Commencement of Construction has occurred in accordance with the Lease and Tenant is diligently pursuing Completion of Construction. If market conditions change prior to the completion of the Project that would require a material adjustment to the Tenant's anticipated Phasing Plan, then Tenant shall inform Landlord of the nature of those market conditions and the proposed adjustment to the Phasing Plan.

**ANNEX C TO AMENDMENT TO
COCONUT GROVE METRORAIL LEASE**

Please see attached.

PARKING SUBLEASE

This Parking Sublease (the "Sublease") is made as of the 1st day of September 2020, by and between GRP Grove Metro Station, LLC (the "Sublessor") and Miami-Dade County (the "Sublessee").

WHEREAS, the Sublessor is in rightful possession of certain real property located in Miami-Dade County, Florida (the "Demised Property"), as more particularly described in the lease agreement dated December 28, 2015 between the Sublessor and Sublessee (as amended, the "Lease"); and

WHEREAS, the Sublessor wishes to sublease to the Sublessee the portion of the Demised Property (the "Subleased Property"), which in all events shall constitute parking spaces allocated to the Sublessee in accordance with Section 4.20(a) of the Lease,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I **SUBLEASE; GENERAL TERMS**

Section 1.1 RECITALS. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

Section 1.2 SUBLEASE. The Sublessor hereby subleases to the Sublessee, and the Sublessee hereby leases from Sublessor the Subleased Property, on the terms and conditions set forth herein.

Section 1.3 TERM. The term of this Sublease shall be co-terminus with the Lease (including extension options, if exercised), commencing on the date hereof and ending on the date that the Lease terminates for any reason whatsoever (the "Term"). If the Lease terminates with respect to the Demised Property, this Sublease shall terminate, and the parties shall be relieved from all liabilities and obligations under this Sublease, except with respect to any obligations that specifically survive the termination or expiration of this Sublease.

Section 1.4 RELATIONSHIP TO LEASE. This Sublease is subject to all the provisions in the Lease. Neither Sublessor nor Sublessee shall commit or permit to be committed any act or omission that will violate any provisions of the Lease with respect to the Demised Property. Nothing herein contained shall be construed to modify, waive, impair or otherwise affect any of the covenants, agreements, terms, provisions or conditions in the Lease (except as herein expressly provided), and all covenants, agreements, terms, provisions and conditions of the Lease are hereby mutually declared to be in full force and effect.

Section 1.5 NO ASSIGNMENT OR FURTHER SUBLET. The Sublessee may not assign its rights hereunder to any party or further sublet the Subleased Property or any part thereof without the prior written consent of the Sublessor which consent shall not be unreasonably withheld.

Section 1.6 SUBLESSEE'S REPRESENTATIONS AND WARRANTIES.

Sublessee hereby represents and warrants to Sublessor that, as of the date hereof, Sublessee has full power and authority to enter into this Sublease and perform in accordance with its terms and provisions and that the parties signing this Sublease on behalf of Sublessee have the authority to bind Sublessee and to enter into this transaction and Sublessee has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Sublease.

Section 1.7 SUBLESSOR'S COVENANTS. Sublessor hereby covenants to and agrees with Sublessee that during the Term of this Sublease, Sublessor will not amend, modify, cancel or terminate the Lease, or exercise any rights of the Sublessor thereunder in any way that would have a material and adverse effect on this Sublease or the rights of the Sublessee hereunder, without the prior written consent of Sublessee.

Section 1.11 QUIET ENJOYMENT. Subject to sharing of parking spaces set forth in Section 4.20(a) of the Lease, Sublessee shall be entitled to peaceably and quietly enjoy the Subleased Property during the Term without interruption by Sublessor or any person claiming by, through or under Sublessor, subject to the terms of this Sublease.

ARTICLE II
RENT AND OTHER CHARGES

Section 2.1 RENT. The rent due under this Sublease shall be Ten Dollars (\$10.00) for the Term (the "Rent"). Sublessee may deduct the Rent from the first rent payment due to Sublessee under the Lease. All Rent shall be payable without notice, demand, setoff, or deduction whatsoever and shall be delivered to Sublessor's address set forth in this Sublease.

Section 2.2 UTILITIES. Sublessor shall cause to be paid, when the same become due and payable, all water charges, sewer charges and all charges for electricity, gas, heat, steam, hot and/or chilled water, and all other utilities supplied to the Subleased Property throughout the Term.

ARTICLE III
USE

Section 3.1 USE. Sublessee agrees that the Subleased Property shall be used solely for public purposes, including but not limited to, a parking facility for Metrorail patrons and employees and for those otherwise entitled to park in the County-designated parking areas under the Lease (e.g., ride-sharing services) (the "Permitted Use").

Section 3.2 MAINTENANCE. Sublessor shall be responsible for the maintenance of the Subleased Premises including but not limited to any elevators, escalators, stairwells, pavement, roofs, and striping, lighting, plumbing, sewage, walls and partitions, sprinklers, floors, floor coverings, plate and window glass and molding doors, electrical and heating, windows, ventilation and air conditioning.

Section 3.3 SIGNS. Sublessee may, at its cost, erect on the exterior of the Subleased Property its standard signage for transit operations. Sublessee shall coordinate with Sublessor in the placement of all exterior signage. Sublessor's consent shall not be unreasonably withheld. All signs shall be in compliance with and subject to applicable laws. Sublessee shall maintain all signs in good condition, repair and operating order at all times and promptly repair any damage to same.

ARTICLE IV **INSURANCE AND INDEMNITY**

Section 4.1 SUBLESSEE'S SELF-INSURANCE (LIABILITY). It is acknowledged that Sublessee self-insures for losses arising from any negligent or willful act or omission committed by the Sublessee, its employees, commissioners, agents and contractors, and that commercial liability coverage will not be obtained with respect to any such losses pursuant to which the Sublessor would be named as an additional insured.

Section 4.2 INDEMNITY. The Sublessee does hereby agree to indemnify and hold harmless the Sublessor to the extent and within the limitations of Fla. Stat. § 768.28, subject to the provisions of that statute whereby the Sublessee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, 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 the Sublessee. However, nothing herein shall be deemed to indemnify the Sublessor from any liability or claim arising out of the negligent performance or failure of performance of the Sublessor or any unrelated third party.

ARTICLE V **DEFAULT; MISCELLANEOUS TERMS**

Section 5.1 SUBLESSEE DEFAULT. Any one of the following shall be a default by Sublessee: (a) Sublessee fails to pay Rent when due hereunder; (b) Sublessee fails to perform or observe any agreement, obligation or covenant of this Sublease (other than the payment of Rent) and such failure continues for thirty (30) days after notice from Sublessor (or if same cannot reasonably be cured within thirty (30) days, if Sublessee fails to commence to cure within thirty (30) days and/or fails to diligently prosecute such cure to completion within ninety (90) days); (c) Sublessee's leasehold interest or right to possession of the Subleased Property, or both, passes to one other than Sublessee, by assignment, operation of law or otherwise (except as otherwise expressly permitted hereunder), without written consent of Sublessor; (d) Sublessee vacates or abandons possession of the Subleased Property; and/or (e) the Subleased Property is used for purposes other than the Permitted Use.

In the event of a default by Sublessee hereunder, Sublessor may, as its sole and exclusive remedies (a) obtain injunctive and declaratory relief and/or specific performance of any term, covenant or condition of this Sublease or (b) perform such obligation on Sublessee's behalf and charge Sublessee the cost thereof as Additional Rent. For the avoidance of all doubt, in no event shall Sublessor be entitled to terminate this Sublease or take any action whatsoever that would frustrate Metrorail riders' or car-sharing services' ability to park in the Subleased Property.

The exercise by Sublessor of any right granted hereunder shall not relieve Sublessee from the obligation to fulfill all obligations and covenants required by this Sublease, at the time and in the manner provided herein.

Section 5.2 NON-WAIVER. The failure of Sublessor or Sublessee to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any right or remedies that Sublessor or Sublessee may have and shall not be deemed a waiver of any subsequent default in the terms and covenants herein contained unless expressly waived in writing by the other party.

Section 5.3 FORCE MAJEURE AND UNAVOIDABLE DELAYS. In the event that either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of labor disputes, inability to procure materials, failure of power, fire or other casualty, acts of God, or other reason beyond the reasonable control of the party delayed in performing the act required under the terms of this Sublease, then such delay in the performance of such act shall be excused with performance extended for a period equivalent to the period of such delay.

Section 5.4 SUBLESSOR DEFAULT. If Sublessee asserts that Sublessor has failed to meet any of its obligations under this Sublease, Sublessee shall provide written notice ("Notice of Default") to Sublessor specifying the alleged failure to perform. Sublessor shall have a thirty (30) day period after receipt of the Notice of Default in which to commence curing any non-performance by Sublessor, and Sublessor shall have as much time thereafter to complete such cure as is reasonably necessary. If Sublessor has not begun the cure within thirty (30) days of receipt of the Notice of Default, or Sublessor does not thereafter diligently attempt to cure, then Sublessor shall be in default under this Sublease.

Section 5.5 RELATIONS OF THE PARTIES. Nothing contained in this Sublease shall be deemed or construed as creating the relationship of principal and agent or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Sublessor and Sublessee. Sublessor and Sublessee acknowledge that each of them and their respective counsel have had an opportunity to review this Sublease and that this Sublease shall not be construed for or against either party merely because such party prepared or drafted this Sublease or any particular provision.

Section 5.6 DAMAGE TO PROPERTY OR PERSONS. Unless caused by the negligence or willful misconduct of Sublessor, Sublessor shall not be liable for any loss of or damage to property of Sublessee or of others located in the Subleased Property, by theft or otherwise; any injury or damage to persons or property or to the Subleased Property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Subleased Property or from the pipes, appliances or plumbing or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature; damage or loss of property of Sublessee kept or stored in the Subleased Property.

Section 5.7 CONSENT. With respect to any provisions of this Sublease which either provides or is held to provide that either party shall not unreasonably withhold or delay consent or approval unless otherwise provided herein to the contrary, neither shall be entitled to make any claim for, and the parties hereto hereby expressly waive any claim for damages incurred by them by reason of the other party's failure to comply therewith; a party's sole remedy therefor shall be an action for specific performance.

Section 5.8 NOTICES. Any notice or other communication which may be or is required to be given by either party to the other hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or delivered by a nationally recognized overnight courier (such as Federal Express or UPS). Any notice or communication under this Parking Sublease shall be sent to the following addresses:

Sublessor: GRP Grove Metro Station, LLC
3109 Grand Avenue #349
Miami, Florida 33133
Attn: David Martin & 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.

Sublessee: Miami-Dade Transportation and Public Works
701 NW 1st Court, 17th Floor
Miami, Florida 33136
Attn: Director, Miami-Dade Transportation and Public Works

Notices shall be deemed to have been given on the date it is mailed with sufficient postage prepaid or the date it is given to the courier, and shall be valid and binding regardless of whether such notice is returned undeliverable or the receipt of such notice is otherwise unacknowledged.

Section 65.9 ENTIRE AND BINDING AGREEMENT. This Sublease, together with the Lease, contains the entire agreement between the parties hereto and each party warrants that it has not relied upon any representation other than as contained in this Sublease. Each party hereby represents and warrants that it has had the opportunity to have this Sublease reviewed by legal counsel and this Sublease is the joint effort of both parties expressing their agreement, and that it should not be interpreted in favor of or against either party merely because of their efforts in its preparation. Except as provided to the contrary herein, this Sublease may not be modified in any manner other than by agreement in writing signed by all parties hereto. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Sublessor and Sublessee and their respective successors and assigns, except as otherwise expressly provided in this Sublease.

Section 5.10 PROVISIONS SEVERABLE. If any term or provisions of this Sublease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

Section 5.11 CAPTIONS/TIME. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Sublease or construed as in any manner limiting or exemplifying the terms and provisions of this Sublease to which they relate.

Section 5.12 RADON GAS. Florida Statutes 404.056(8): Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

Section 5.13 EXECUTION. This Sublease shall have no binding force and effect unless and until Sublessee and Sublessor have executed this Sublease and a duplicate executed original shall have been delivered by Sublessor to Sublessee.

Section 5.14 BROKER. Sublessee and Sublessor represents and warrants to Sublessor that it has not dealt with any broker, finder or other person entitled to compensation in connection with this Sublease and there are no claims for brokerage commissions or finder's fees in connection with the execution of this Sublease.

Section 5.15 APPLICABLE LAW AND ATTORNEYS' FEES. This Sublease shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue shall lie in Miami-Dade County. If either party brings an action to enforce the terms of this Sublease or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to recover all reasonable costs and expenses (including without limitation court costs and reasonable attorneys' fees) incurred by such prevailing party from the non-prevailing party. To this extent a dispute under this Sublease corresponds or is otherwise related to a dispute under the Lease, the parties agree to join any parallel proceedings to the extent possible.

Section 5.16 COUNTERPARTS. This Sublease may be executed in counterparts, each of which shall be an original, and all of which shall constitute one instrument.

Section 5.17 USA PATRIOT ACT. Each party hereby certifies that: (a) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (b) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person,

group, entity, or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

Section 5.18. SUCCESSORS. This Sublease shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

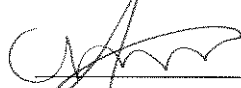
Section 5.19. AMENDMENTS. Neither this Sublease nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

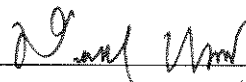
Section 5.20. MEMORANDUM OF SUBLEASE. A Memorandum of this Parking Sublease shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of Sublessor.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, Sublessor has executed this Sublease in its official capacity on the date set forth below.

Signed, Sealed and Delivered
in the Presence of:


Print Name: Mayolis Romero


Print Name: Derrick Mosley

Sublessor: GRP Grove Metro Station,
LLC, a Florida limited liability company

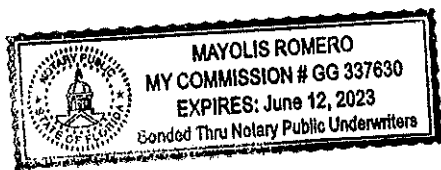
By: GRP Grove Metro Station, LLC, a
Florida limited liability company, its sole
general partner

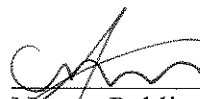
By: 
David Martin, Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by David Martin as Manager of GRP Grove Metro Station, LLC, a Florida limited liability company, the sole general partner of GRP., a Florida limited partnership. He is personally known to me or has produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of September 2020.




Notary Public
Print Name: Mayolis Romero
My Commission Expires: 6.12.2023

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Sublessee has executed this instrument in its official capacity on the date set forth below.

Signed, Sealed and Delivered
in the Presence of:

Sublessee:

Miami-Dade County, a political subdivision
of the State of Florida, through Miami-Dade
Transit

Print Name:

By: _____
Name: _____
Title: _____

Print Name:

Approved as to form and legal sufficiency:

By: _____
Name: _____
Assistant County Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____ as _____ of Miami-Dade County, a political subdivision of the State of Florida. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

Notary Public
Print Name: _____
My Commission Expires: _____