# MEMORANDUM

Agenda Item No. 5(B)

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

**DATE:** November 16, 2021

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

**SUBJECT:** Resolution declaring surplus one County-owned property located at 6600 NW 27 Avenue Miami, Florida and revising the inventory list of real property, after a public hearing, to include such property in accordance with section 125.379(1), Florida Statutes; authorizing conveyance by deed, pursuant to section 125.379(2), Florida Statutes, of an approximately 1.85 acre portion of the property to BAC Funding Corporation, Inc., a Florida not-for-profit corporation, (BAC) at a price of $10.00, for the purpose of developing affordable housing and selling such housing to very-low, low- or moderate income homebuyers; approving, pursuant to sections 125.38 and 125.379, Florida Statutes, a lease between County and BAC for the remaining 3.15 acre portion of the property for an initial term of 75 years with one option to renew of 24 years, for an initial rental payment of $375,000.00, annual rental payments of $15,000.00 for the following 15 years, and an annual rental payment of $40,000.00 in year 16 with a three percent annual escalator thereafter, for the purpose of constructing a mixed-use affordable housing project and small business incubator; waiving Board policy set forth in Resolution No. R-256-13 requiring payment of rent in lieu of taxes; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute a County Deed; authorizing and directing County Mayor to execute lease agreement, exercise provisions contained in the deed and the lease, and to take all actions to effectuate the deed and lease

Resolution No. R-1087-21

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.

Geri Bonzon-Keenan
County Attorney

GBK/uw

# MEMORANDUM

**(Revised)**

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

**DATE:** November 16, 2021

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

**SUBJECT:** Agenda Item No. 5(B)

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**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. 5(B)
11-16-21

RESOLUTION NO. R-1087-21

RESOLUTION DECLARING SURPLUS ONE COUNTY-OWNED PROPERTY LOCATED AT 6600 NW 27 AVENUE MIAMI, FLORIDA AND REVISING THE INVENTORY LIST OF REAL PROPERTY, AFTER A PUBLIC HEARING, TO INCLUDE SUCH PROPERTY IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES; AUTHORIZING CONVEYANCE BY DEED, PURSUANT TO SECTION 125.379(2), FLORIDA STATUTES, OF AN APPROXIMATELY 1.85 ACRE PORTION OF THE PROPERTY TO BAC FUNDING CORPORATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, (BAC) AT A PRICE OF $10.00, FOR THE PURPOSE OF DEVELOPING AFFORDABLE HOUSING AND SELLING SUCH HOUSING TO VERY-LOW, LOW- OR MODERATE INCOME HOMEBUYERS; APPROVING, PURSUANT TO SECTIONS 125.38 AND 125.379, FLORIDA STATUTES, A LEASE BETWEEN COUNTY AND BAC FOR THE REMAINING 3.15 ACRE PORTION OF THE PROPERTY FOR AN INITIAL TERM OF 75 YEARS WITH ONE OPTION TO RENEW OF 24 YEARS, FOR AN INITIAL RENTAL PAYMENT OF $375,000.00, ANNUAL RENTAL PAYMENTS OF $15,000.00 FOR THE FOLLOWING 15 YEARS, AND AN ANNUAL RENTAL PAYMENT OF $40,000.00 IN YEAR 16 WITH A THREE PERCENT ANNUAL ESCALATOR THEREAFTER, FOR THE PURPOSE OF CONSTRUCTING A MIXED-USE AFFORDABLE HOUSING PROJECT AND SMALL BUSINESS INCUBATOR; WAIVING BOARD POLICY SET FORTH IN RESOLUTION NO. R-256-13 REQUIRING PAYMENT OF RENT IN LIEU OF TAXES; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED; AUTHORIZING AND DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE LEASE AGREEMENT, EXERCISE PROVISIONS CONTAINED IN THE DEED AND THE LEASE, AND TO TAKE ALL ACTIONS TO EFFECTUATE THE DEED AND LEASE

**WHEREAS**, the County owns property located at 6600 N.W. 27$^{th}$ Avenue, Miami, Florida (Folio No. 30-3116-000-0050) in unincorporated Miami-Dade County that includes approximately 5 acres of land improved with a building, as more fully described in Attachment "A" attached hereto and incorporated herein by reference (the "property"); and

**WHEREAS**, the property is currently occupied by BAC Funding Corporation, Inc. ("BAC") pursuant to this Board's Resolution No. R-1629-88 adopted on December 20, 1988, which approved the lease for the purpose of developing a business assistance center to be operated by BAC "to help serve as a hub for economic revitalization and increased business enterprises, and employment in the Liberty City area" for the nominal rent of $1.00 per year ("initial lease"); and

**WHEREAS**, the initial lease expired in 2014, and BAC continues to occupy the property as a holdover tenant under the same terms and conditions of the initial lease; and

**WHEREAS**, throughout the term of the initial lease, BAC has continued to meet its mission of small business incubation, providing business development opportunities to small and minority owned businesses, such as marketing assistance, networking activities, help with presentation skills, business training, below market rental of space, and assistance with extension of credit ("small business development"); and

**WHEREAS**, consistent with its mission to encourage reinvestment in Miami's Liberty City neighborhood, BAC has disbursed nearly $50,000,000.00 in loans or equity funds, including over 500 investments, since BAC's establishment in 1982; and

**WHEREAS**, in 2019, BAC applied to the County, proposing to redevelop the property with a mixed-use development, which would include affordable townhouses to be sold to qualified homebuyers and a mixed-use project that incorporates an affordable multi-family residential component, and an office/retail component to act as a catalyst for the development of small and minority owned businesses; and

**WHEREAS,** after further extended discussions with the County, including the Internal Services Department (ISD) and the Public Housing and Community Development department ("PHCD"), BAC provided the current proposal to the County attached hereto and incorporated herein as Attachment "B," which includes the conveyance of an approximately 1.85 acre area by deed to be developed as affordable housing (the "affordable housing property") and the lease of an approximately 3.15 acre area, as an expansion of BAC's current use, for a mixed use development including affordable housing and an office and retail component, which would serve as a small business incubator in accordance with BAC's mission (the "mixed use property"); and

**WHEREAS**, the proposed conveyance by deed of the affordable housing property is in accordance with section 125.379, Florida Statutes, which allows for conveyance by deed for affordable housing purposes; and

**WHEREAS**, the lease of the mixed use property is in accordance with sections 125.379 and 125.38, Florida Statutes, as well as section 2-8.6.5 of the Code of Miami-Dade County which provides that conveyances to not-for-profit entities pursuant to section 125.38 shall be by lease and not by deed, absent compelling circumstances; and

**WHEREAS**, this Board believes that the redevelopment of the property will provide much needed affordable and workforce housing in the Liberty City area and will additionally serve as an incubator for small business development; and

**WHEREAS**, this Board finds that BAC requires the premises for the construction and provision of affordable housing and to serve as a small business mixed use incubator, and that such uses are purposes consistent with promoting the community interest and welfare of the public; and

**WHEREAS,** in accordance with the deed attached hereto and incorporated herein as Attachment "C" ("County deed"), subject to a reverter, BAC would be required to develop the affordable housing property with affordable townhomes to be sold to qualified buyers earning no more than 120 percent of area median income within 54 months of the conveyance; and

**WHEREAS**, in accordance with the lease attached hereto and incorporated herein as Attachment "D" ("lease"), and subject to a lease termination for non-compliance, BAC would be obligated to (i) construct a minimum of 152 affordable housing apartments; (ii) construct retail and office space for use by small business program recipients; (iii) construct a public community plaza for the use and benefit of area residents, predominately serving persons of low and moderate income; (iv) provide business development services for small businesses, including but not limited to mentorship, business, and management training, identification of grants, marketing and networking assistance, and affordable, below market space for use by small businesses; and (v) pay rent including an initial rent payment of $375,000.00 on the financial close date which shall occur no later than thirty months from the effective date of the lease, and annual rental payments of $15,000.00 commencing on the stabilization date six months after construction is completed (no later than sixty months after the effective date) for a 15 year period, increasing to an annual payment of $40,000.00 in year 16, with a 3 percent escalation each year thereafter until the expiration of the lease, including the option period; and

**WHEREAS**, in accordance with Resolution No. R-365-21 adopted by this Board on April 20, 2021 as set forth in the County deed and lease, BAC is required to connect the townhomes and the mixed-used building to a sanitary sewer system and septic tank use is not permitted; and

**WHEREAS**, in accordance with Resolution Nos. R-376-11 and R-333-15, background information concerning the property is attached hereto in Attachment "E" and incorporated herein by reference, and the Board has reviewed such information and is satisfied; and

**WHEREAS**, the market value of the property set forth in the property appraiser's website is $3,374,128.00, and ISD has advised that the current annual market rental for the mixed use property is $22.00 per square foot; and

**WHEREAS**, although BAC's rental payments under the lease are below market, such proposed rent exceeds the nominal amount set forth in the existing lease, and in light of the nature of the services and programs which will be provided to the public, compelling circumstances exist to lease the mixed use property for the foregoing rental amounts as such savings can be utilized to provide additional support for BAC's operation in order to further promote community interest and welfare; and

**WHEREAS**, in accordance with Implementing Order No. 8-4, ISD has announced the availability of the property to all County departments to determine if they are interested in the property, but no County department has expressed an interest in it; and

**WHEREAS** section 125.379(1), Florida Statutes, requires each county to prepare an inventory list at least every three years of all real property that are appropriate for use as affordable housing and further allows the governing body of the County to revise the inventory list upon conclusion of a public hearing held before the governing body; and

**WHEREAS**, as described in Attachment "E," the property has not recently been declared as surplus and has not been included on the County's inventory list of affordable housing sites ("affordable housing inventory list") as required by section 125.379(1), Florida Statutes; and

**WHEREAS**, this Board desires to declare the property surplus and to revise the affordable housing inventory list to include the property, and also finds that the property is appropriate for use as affordable housing; and

**WHEREAS**, as indicated in Attachment "E," the property was acquired by the County with Community Development Block Grant (CDBG) funds; and

**WHEREAS**, accordingly, the conveyance of the property is also subject to BAC complying with the requirements prescribed by the laws and regulations governing the CDBG program; and

**WHEREAS**, as an entitlement jurisdiction, the County is required to ensure that projects funds, in whole or in part, with CDBG funds must meet one or more of the national objectives established by the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, BAC proposes to construct a community plaza for the use and benefit of area residents and area community organizations predominantly serving persons of low and moderate income; and

**WHEREAS**, the County has determined that the construction of the community plaza satisfies HUD's national objective because the community plaza will provide a benefit to the residents of Liberty City where at least 51 percent of the residents are low and moderate income persons; and

**WHEREAS**, PHCD has advised that Director Michael Liu of PHCD will monitor compliance with the terms of the County deed and the lease; and

**WHEREAS**, the individuals comprising BAC's Board of Director's are set forth in Exhibit B, and Ronald E. Fraser is the Chairman and CEO of BAC,

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

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

**Section 2**. This Board declares the property as surplus, finds that it is not needed for County purposes, and, after a public hearing, revises the affordable housing inventory list to include the property.

**Section 3**. Pursuant to section 125.379(2), Florida Statutes, this Board hereby approves the conveyance of the affordable housing property for a price of $10.00, which shall be developed with affordable townhomes to be sold to very-low, low- and moderate income households as these terms are defined in section 420.004, Florida Statutes, and in accordance with section 125.379, Florida Statutes, the federal laws and regulations governing the Community Development Block Grant program and the terms of a restrictive covenant approved by the County, which shall be recorded in the public records of Miami-Dade County.

**Section 4**. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County deed, in substantially the form attached hereto as Attachment "C" and incorporated herein by reference.

**Section 5**. This Board waives Resolution No. R-256-13 as it relates to payment of rent in lieu of taxes, and approves, pursuant to sections 125.38 and 125.379, Florida Statutes, the lease of the mixed use property for the small business development and affordable housing uses as further set forth Attachment D, attached hereto and incorporated herein by reference, in accordance with and in furtherance of the community interest and welfare purposes for which BAC was established, including a seventy five year lease term with one twenty four year option to renew.

**Section 6**. This Board authorizes the County Mayor or the County Mayor's designee to: (i) take all actions necessary to effectuate the conveyance of the affordable housing property and the lease of the mixed use property; (ii) execute the lease; (iii) exercise any and all rights set forth in the County deed and the lease unless expressly reserved to this Board, including, but not limited to, exercising the County's option to enforce its reversionary interest in the deed and to terminate the lease for non-compliance. In the event the County Mayor or the County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or the County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the public records of Miami-Dade County and provide a copy of such instrument to the Property Appraiser. This Board further authorizes the County Mayor or the County Mayor's designee to receive on behalf of the County from the BAC, after conducting all due diligence, including, but not limited to, title searches and environmental reviews, a deed which conveys the affordable housing property back to the County, in whole or in part, in the event the BAC is unable or fails to comply with the deed restrictions set forth in the County deed. Upon the receipt of a deed from BAC, the County Mayor or the County Mayor's designee shall record such deed in the public records of Miami-Dade County.

**Section 7**. This Board directs the County Mayor or County Mayor's designee to: (i) provide the Property Appraiser's Office with a copy of the executed lease within 30 days of its execution; and (ii) ensure that proper signage is placed on the property identifying the County's name and the name of the district commissioner.

**Section 8**. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the County Deed, and all instruments 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 Prime Sponsor of the foregoing resolution is Commissioner Jean Monetime. It was offered by Commissioner **Keon Hardemon**, who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **aye**

| | | | |
|---|---|---|---|
| Sen. René García | **nay** | Keon Hardemon | **aye** |
| Sally A. Heyman | **absent** | Danielle Cohen Higgins | **aye** |
| Eileen Higgins | **aye** | Joe A. Martinez | **aye** |
| Kionne L. McGhee | **aye** | Jean Monestime | **aye** |
| Raquel A. Regalado | **aye** | Rebeca Sosa | **aye** |
| Sen. Javier D. Souto | **aye** | | |

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of November, 2021. 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.

Terrence A. Smith
Debra Herman

Attachment A

# OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 5/20/2021

| Property Information | |
|---|---|
| **Folio:** | 30-3116-000-0050 |
| **Property Address:** | 6600 NW 27 AVE<br>Miami, FL 33147-7220 |
| **Owner** | MIAMI-DADE COUNTY<br>OCED |
| **Mailing Address** | 140 W FLAGLER ST STE 1000<br>MIAMI, FL 33130-1561 |
| **PA Primary Zone** | 3051 UC EDGE - RESIDENTIAL (R)<br>4 MAX HT |
| **Primary Land Use** | 8647 COUNTY : DADE COUNTY |
| **Beds / Baths / Half** | 0 / 0 / 0 |
| **Floors** | 2 |
| **Living Units** | 0 |
| **Actual Area** | Sq.Ft |
| **Living Area** | Sq.Ft |
| **Adjusted Area** | 27,239 Sq.Ft |
| **Lot Size** | 220,205 Sq.Ft |
| **Year Built** | 1973 |


| Assessment Information | | | |
|---|---|---|---|
| Year | 2020 | 2019 | 2018 |
| **Land Value** | $1,694,940 | $1,457,374 | $891,830 |
| **Building Value** | $1,445,500 | $1,404,435 | $1,429,077 |
| **XF Value** | $233,688 | $237,659 | $241,629 |
| **Market Value** | $3,374,128 | $3,099,468 | $2,562,536 |
| **Assessed Value** | $3,100,667 | $2,818,789 | $2,562,536 |

| Benefits Information | | | | |
|---|---|---|---|---|
| Benefit | Type | 2020 | 2019 | 2018 |
| **Non-Homestead Cap** | Assessment Reduction | $273,461 | $280,679 | |
| **County** | Exemption | $3,100,667 | $2,818,789 | $2,562,536 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Taxable Value Information | | | |
|---|---|---|---|
| | 2020 | 2019 | 2018 |
| **County** | | | |
| Exemption Value | $3,100,667 | $2,818,789 | $2,562,536 |
| Taxable Value | $0 | $0 | $0 |
| **School Board** | | | |
| Exemption Value | $3,374,128 | $3,099,468 | $2,562,536 |
| Taxable Value | $0 | $0 | $0 |
| **City** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $0 | $0 | $0 |
| **Regional** | | | |
| Exemption Value | $3,100,667 | $2,818,789 | $2,562,536 |
| Taxable Value | $0 | $0 | $0 |



Version:

# OFFICE OF THE PROPERTY APPRAISER

Generated On : 5/20/2021

**Property Information**

**Folio:** 30-3116-000-0050

**Property Address:** 6600 NW 27 AVE

## Roll Year **2020** Land, Building and Extra-Feature Details

**Land Information**

| Land Use | Muni Zone | PA Zone | Unit Type | Units | Calc Value |
|---|---|---|---|---|---|
| GENERAL | UC-R | 3051 | Square Ft. | 101,422.00 | $507,110 |
| GENERAL | UC-MC | 6064 | Square Ft. | 118,783.00 | $1,187,830 |

**Building Information**

| Building Number | Sub Area | Year Built | Actual Sq.Ft. | Living Sq.Ft. | Adj Sq.Ft. | Calc Value |
|---|---|---|---|---|---|---|
| 1 | 1 | 1973 | | | 4,991 | $221,361 |
| 2 | 1 | 1973 | | | 7,294 | $485,255 |
| 2 | 2 | 1973 | | | 5,207 | $282,902 |
| 3 | 1 | 1973 | | | 3,988 | $163,610 |
| 4 | 1 | 1973 | | | 1,467 | $97,597 |
| 4 | 2 | 1973 | | | 1,483 | $80,573 |
| 4 | 3 | 1973 | | | 2,809 | $114,202 |

**Extra Features**

| Description | Year Built | Units | Calc Value |
|---|---|---|---|
| Wrought Iron Fence | 2000 | 975 | $34,798 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 12 | $10,080 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 34.5 | $28,980 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 11 | $9,240 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 8 | $6,720 |
| Chain-link Fence 6-7 ft high | 1973 | 1,900 | $14,896 |
| Paving - Asphalt | 1973 | 153,540 | $128,974 |



Version:

# OFFICE OF THE PROPERTY APPRAISER

Generated On : 5/20/2021

**Property Information**

**Folio:** 30-3116-000-0050

**Property Address:** 6600 NW 27 AVE

## Roll Year **2019** Land, Building and Extra-Feature Details

**Land Information**

| Land Use | Muni Zone | PA Zone | Unit Type | Units | Calc Value |
|---|---|---|---|---|---|
| GENERAL | UC-MC | 6064 | Square Ft. | 118,783.00 | $950,264 |
| GENERAL | UC-R | 3051 | Square Ft. | 101,422.00 | $507,110 |

**Building Information**

| Building Number | Sub Area | Year Built | Actual Sq.Ft. | Living Sq.Ft. | Adj Sq.Ft. | Calc Value |
|---|---|---|---|---|---|---|
| 1 | 1 | 1973 | | | 4,991 | $215,072 |
| 2 | 1 | 1973 | | | 7,294 | $471,470 |
| 2 | 2 | 1973 | | | 5,207 | $274,865 |
| 3 | 1 | 1973 | | | 3,988 | $158,962 |
| 4 | 1 | 1973 | | | 1,467 | $94,824 |
| 4 | 2 | 1973 | | | 1,483 | $78,284 |
| 4 | 3 | 1973 | | | 2,809 | $110,958 |

**Extra Features**

| Description | Year Built | Units | Calc Value |
|---|---|---|---|
| Wrought Iron Fence | 2000 | 975 | $35,217 |
| Paving - Asphalt | 1973 | 153,540 | $131,277 |
| Chain-link Fence 6-7 ft high | 1973 | 1,900 | $15,162 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 12 | $10,260 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 34.5 | $29,498 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 11 | $9,405 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 8 | $6,840 |



Version:

# OFFICE OF THE PROPERTY APPRAISER

Generated On : 5/20/2021

**Property Information**

**Folio:** 30-3116-000-0050

**Property Address:** 6600 NW 27 AVE Miami, FL 33147-7220

## Roll Year **2018** Land, Building and Extra-Feature Details

**Land Information**

| Land Use | Muni Zone | PA Zone | Unit Type | Units | Calc Value |
|---|---|---|---|---|---|
| GENERAL | UC-R | 3051 | Square Ft. | 101,422.00 | $410,759 |
| GENERAL | UC-MC | 6064 | Square Ft. | 118,783.00 | $481,071 |

**Building Information**

| Building Number | Sub Area | Year Built | Actual Sq.Ft. | Living Sq.Ft. | Adj Sq.Ft. | Calc Value |
|---|---|---|---|---|---|---|
| 1 | 1 | 1973 | | | 4,991 | $218,846 |
| 2 | 1 | 1973 | | | 7,294 | $479,741 |
| 2 | 2 | 1973 | | | 5,207 | $279,688 |
| 3 | 1 | 1973 | | | 3,988 | $161,751 |
| 4 | 1 | 1973 | | | 1,467 | $96,488 |
| 4 | 2 | 1973 | | | 1,483 | $79,658 |
| 4 | 3 | 1973 | | | 2,809 | $112,905 |

**Extra Features**

| Description | Year Built | Units | Calc Value |
|---|---|---|---|
| Wrought Iron Fence | 2000 | 975 | $35,636 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 12 | $10,440 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 34.5 | $30,015 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 11 | $9,570 |
| Cent A/C - Comm (Aprox 300 sqft/Ton) | 1973 | 8 | $6,960 |
| Chain-link Fence 6-7 ft high | 1973 | 1,900 | $15,428 |
| Paving - Asphalt | 1973 | 153,540 | $133,580 |



Version:

# OFFICE OF THE PROPERTY APPRAISER

Generated On : 5/20/2021

**Property Information**

**Folio:** 30-3116-000-0050

**Property Address:** 6600 NW 27 AVE

| Full Legal Description |
| --- |
| 16 53 41 5.17 AC |
| E3/4 OF NE1/4 OF SE1/4 OF NE1/4 |
| LESS S175FT & LESS E50FT FOR R/W |

| Sales Information | | | |
| --- | --- | --- | --- |
| Previous Sale | Price | OR Book-Page | Qualification Description |



Version:

BAC FUNDING CORPORATION



May 18, 2021

**To:** Commissioner Jean Monestime
Alex Muñoz, Director of ISD
Michael Liu, Director of PHCD

**From:** Ronald E. Frazier

**DEVELOPMENT PROPOSAL FOR 6600 NW 27th AVENUE**

Purpose: BAC Funding Corporation ("BAC") is a Florida not-for-profit corporation committed to the long-range development of small businesses in Miami-Dade County. BAC respectfully submits the following development proposal for the lease and conveyance of property owned by Miami-Dade County (the "County") and located at 6600 NW 27th Avenue, Miami, FL, 33147, (the "Property"). For almost 40 years, BAC has leased the Property from the County for the purpose of developing and operating a business center serving as a hub for economic revitalization and also serving as a business incubator providing business development services for small and local businesses in the area. BAC seeks to comprehensively redevelop the Property to provide enhanced business development services and affordable housing opportunities to the community, as summarized below:

Proposed Deed: BAC is proposing that the County convey to BAC, pursuant to F.S. 125.379, an approximately 1.7-acre portion of the Property for the purpose of the development of approximately twenty (20) affordable townhomes to be sold to qualified buyers earning not more than 120% of area median income ("AMI").

Proposed Lease: BAC also proposes that the County lease to BAC the remaining 3.20-acre portion of the Property, pursuant to F.S. 125.38 and 125.379, subject to the following terms:

- Term: initial term of seventy-five (75) years, with an option to renew the term for an additional twenty-four (24) year period;
- Affordable Housing: development of a minimum of one hundred and fifty-two (152) affordable housing units for qualified tenants earning not more than 120% of AMI;
- Office/Retail Space: development of new, affordable, below-market office space and retail space for the benefit of the organizations served by BAC and to support the surrounding affordable housing residents;
- Community Plaza: development of a community plaza, for the use and of the area residents and area community organizations predominantly serving minority persons of low and moderate income; and
- Rent: payment of initial rent of $375,000 on the financial close date, and an annual rent of $15,000 per year commencing six months after completion of construction, until the sixteenth anniversary of that date, when such rent will increase to $40,000, to increase by 3% every year thereafter, until the end of the term.

BAC agrees to the terms proposed by the County in the proposed deed and ground lease and incorporates those terms by reference. BAC sincerely appreciates your consideration of this proposal and looks forward to working with the County to advance this important project.

Sincerely,

Ronald E. Frazier
Chairman/CEO

BAC Funding Corporation • 6600 Northwest 27th Avenue • Miami, Florida 33147 • (305)693-3550 • *facsimile* (305) 693-7450

**ATTACHMENT C**

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

**COUNTY DEED**

THIS COUNTY DEED (the “Deed”), made this day ___________ of_________, 2021 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center,111 N.W. 1st Street, Miami, Florida 33128-1963, and **BAC FUNDING CORPORATION,** a Florida not for profit corporation ("BAC"), whose address is 6600 N.W. 27 Avenue, Miami, Florida 33147, their successors and assigns.

*WITNESSETH* that the County, for and in consideration of the sum of Ten Dollars and No/100 ($10.00) to it in hand paid by BAC, receipt whereof is hereby acknowledged, has granted, bargained, and sold to BAC, its successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

*As legally described in Exhibit "A" attached hereto and made a part hereof*

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years (it being understood that BAC is a not-for-profit organization and shall be entitled to apply for and receive all tax exemptions for which it is eligible) and the following restrictions (collectively the “deed restrictions”):

1. That the Property is being sold with a restriction requiring the development of the Property as affordable housing as set forth in section 125.379, Florida Statutes. BAC shall develop the property with affordable homes (“Dwelling Units”) on separately platted lots (“Lots”) and such Dwelling Units shall be sold to very low-, low-, and moderate-income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income (“Qualified Homebuyers”).

2. That in accordance with the federal Community Development Block Grant

("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations ("CFR"), Part 570, and a lease between the County and BAC simultaneously approved on __________by Miami-Dade County Board of County Commissioners' ("County Commission") Resolution No.____, BAC shall develop a community plaza, which shall be located at the corner of NW 27th Avenue and NW 67th Street, for the use and benefit of the area residents and area groups serving individuals that are primarily low- and moderate-income in order to satisfy one of the national objectives established by the United States Department of Housing and Urban Development in accordance with 24 CFR §570.208,. In the event the lease is terminated prior to construction of the community plaza, then BAC's obligation to satisfy the national objective shall transfer to the Property. In such event, BAC shall be required to satisfy one or more of the national objectives set forth in 24 CFR §570.208, as determined by the County, in its sole discretion, prior to the sale of the Dwelling Units.

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3. That the Property shall be developed within fifty-four (54) months of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy for each Dwelling Unit. Notwithstanding the foregoing restriction contained in this paragraph 3, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which BAC must complete the housing required herein. In order for such waiver by the County to be effective, it shall:

   a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter as described in paragraph 10 below; and

   b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the BAC must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within fifty-four (54) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.

4. That the Property shall be connected to a sanitary sewer system prior to the constructing of the Dwelling Units.

5. That at least thirty (30) days prior to selling a Dwelling Unit to a Qualified Homebuyer described in paragraphs 1, BAC shall submit a report in the form attached as Exhibit B to Miami-Dade County's Public Housing and Community Development Department, Community Development Division, or successor department ("PHCD"), indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation. Within ten (10) days of its receipt of the form from BAC, PHCD shall either (a) confirm that the proposed

buyer is a Qualified Homebuyer and provide the documentation required by paragraph 12 or (b) object to the proposed sale on the grounds that the proposed buyer is not a Qualified Homebuyer.

6. That BAC shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of: (a) any such assignment to an affiliate owned or controlled by BAC, (b) conveyances of Lots to Qualified Homebuyers, and (c) a transfer to a mortgagee pursuant to a mortgage that complies with paragraph 8.

7. That BAC shall require that the Qualified Homebuyers purchasing the Dwelling Units to execute and record simultaneously with the deed of conveyance from BAC to the Qualified Homebuyers an "Affordable Housing Restrictive Covenant" approved by the County and, which shall include the following language in the deed of conveyance:

> "This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the home, which is the date the deed is recorded transferring title from BAC to the first homebuyer, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a homebuyer at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

8. That BAC shall pay real estate taxes and assessments on the Property or any part thereof when due. BAC shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that BAC may encumber the Property with:

    a. Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by BAC (together, the "Improvements") as determined by an appraiser; and

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

    c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein remain enforceable and in full force and effect and can only be extinguished by the County. The deed restrictions shall continue to run with the land notwithstanding the mortgage or change in ownership and shall apply to the “successors heirs and assigns” of BAC.

9. The recordation, together with any mortgage purporting to meet the requirements of paragraph 8(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by BAC, stating the value of the Property is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

10. If in the sole discretion of the County, (a) BAC ceases to exist prior to sale of the Dwelling Units to the Qualified Homebuyers (unless BAC’s interest in the Property has been assigned, transferred, or conveyed pursuant to the terms of this Deed) or (b) any term of this Deed or deed restriction is not complied with, BAC shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If BAC fails to remedy such default within thirty (30) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, BAC shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by BAC. The County retains such reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami- Dade County. Notwithstanding the foregoing, ownership of any Lots for which the County’s reversionary interest has been released pursuant to paragraph 12, below, shall not revert to the County pursuant to this paragraph. Failure to exercise such right of reverter shall not be deemed to be a waiver of such right.

11. All conditions and deed restrictions set forth herein shall run with the land for a period of twenty (20) years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

12. On a Lot-by-Lot basis, upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish BAC with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions and release of the County’s reversionary interest for each respective Lot shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

| | |
|---|---|
| ATTEST: | MIAMI-DADE COUNTY, FLORIDA<br>BY ITS BOARD OF |
| HARVEY RUVIN, CLERK | COUNTY COMMISSIONERS |
| By: ______________________________ | By: ______________________________ |
| Deputy Clerk | ________________, Chairperson |

Approved for legal sufficiency:

By: ______________________________

Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. __________ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the __ day of _____, 2021.

**IN WITNESS WHEREOF, BAC FUNDING CORPORATION,** a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 26th day of _________________, 2021, and it is hereby approved and accepted.

_________________________
Witness/Attest

_________________________
Witness/Attest

By: _________________________
Name: RONALD E. FRAZIER
Title: CHAIRMAN/CEO

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26th day of MAY, A.D. 2021, by Ronald Frazier, **BAC FUNDING CORPORATION,** a Florida not-for-profit corporation.

KUATUARA Y. DRAYTON
MY COMMISSION EXPIRES APRIL 23, 2025
#HH 092460
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Name: _________________________
Notary Public, State of Florida

Printed: Kuatuara Drayton

☑ Personally Known or ☐ Produced Identification
Type of Identification Produced

# EXHIBIT "A"

## LEGAL DESCRIPTION
(FEE SIMPLE)

That portion of the E 3/4 of the NE 1/4 of the SE 1/4 of the NE 1/4 less the S 175 feet and less E 50 feet for right-of-way of Section 16, Township 53 South, Range 41 East, in Miami-Dade County, Florida, being more particularly described as follows, **COMMENCE** at the NE corner of the E 3/4 of the SE 1/4 of the NE1/4 of the NE1/4 of said Section 16, said point also known as the Point of Intersection of the centerline of NW 27th Avenue and the centerline of NW 67th Street; thence run S87° 57' 21"W along the centerline of NW 67th Street a distance of 502.33 feet to a point; thence S02° 46' 56" E for distance of 25.00 feet to the **POINT OF BEGINNING**; thence S02°46'56"E, a distance of 341.84 feet; thence N88°04'46"E, a distance of 220.00 feet; thence N02°46'50"W, a distance of 342.32 feet; thence S87°57'21"W, a distance of 220.00 feet to the **POINT OF BEGINNING**.

# PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

## GENERAL CDBG INTAKE ELIGIBILITY FORM

**LIMITED INCOME (LMI) LIMITED CLIENTELE (LMC) / LIMITED JOBS (LMJ) / LIMITED HOUSING (LMH)**

| | | | |
|---|---|---|---|
| **NAME:** | | **PHONE:** | |
| **ADDRESS:** | | **ZIP:** | |

**Gender:** ☐ **Male** ☐ **Female** | **Ethnicity:** ☐ **Hispanic** ☐ **Not Hispanic**

**Race** (Please check the race category which applies to you):

| | | | | | |
|---|---|---|---|---|---|
| ☐ | White | ☐ | Black/African American | ☐ | American Indian/Alaskan Native |
| ☐ | Asian | ☐ | Black/African American & White | ☐ | American Indian/Alaskan Native & White |
| ☐ | Asian & White | ☐ | Native Hawaiian/Other Pacific Islander | ☐ | Other: Multi Racial |
| ☐ | American Indian or Alaskan Native & Black/African American | | | | |

| List Yourself and all Other Persons Occupying Home | Relationship | Gender | Age | Employed? |
|---|---|---|---|---|
| 1. | Self | | | ☐Yes ☐No |
| 2. | | | | ☐Yes ☐No |
| 3. | | | | ☐Yes ☐No |
| 4. | | | | ☐Yes ☐No |
| 5. | | | | ☐Yes ☐No |
| 6. | | | | ☐Yes ☐No |
| 7. | | | | ☐Yes ☐No |
| 8. | | | | ☐Yes ☐No |

**INCOME VERIFICATION DATA**

The assistance you receive is determined in part by the size of your household and your income. All income and assets will require verification before eligibility will be granted. Income includes all money coming into the household from all persons over 18 years old. Wages, salaries, tips, commissions; Self-employment income; Retirement, Survivor, or Disability pensions; Social Security or Railroad retirement; Supplemental Security Income, Aid to Families with Dependent Children (AFDC), Temporary Assistance to Needy Families (TANF), Food Stamps, or other public assistance, or public welfare programs; Interest, dividends, net rental income, or income from estates or trusts; and any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, alimony, and child support must be disclosed.

| Household Member | Source of Income | Gross Monthly Amount Received |
|---|---|---|
| 1. | | $ |
| 2. | | $ |
| 3. | | $ |
| 4. | | $ |
| 5. | | $ |

**Income Eligibility Acceptable Documentation:** Copy of Pay Stubs (from previous employer), Aid to Families with Dependent Children (AFDC) or Temporary Assistance to Needy Families (TANF) Official Printout/letter, Food Stamp Official Printout/letter, Letter confirming amount of unemployment benefits received, proof of child support or alimony, proof of SSA/SSI or Veteran's Benefits, or proof of retirement income. **MUST ATTACH A COPY OF DOCUMENTS – NO EXCEPTIONS.**

I, the undersigned applicant, do hereby authorize ________________________________ to verify my personal records, including
(Name of Agency)
wages, pensions, and investments. It is understood that this authorization is granted for the sole purpose of certifying my eligibility for federal financial assistance, and that all information acquired in this regard will remain confidential.

BY MY SIGNATURE, I ACKNOWLEDGE THAT ALL INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE THAT IF I MAKE ANY WILLFUL FALSE STATEMENT IN THIS CERTIFICATION OR ANY OTHER DOCUMENTATION THAT I PROVIDE FOR PROGRAM ELIGIBILITY, I MAY BE PUNISHED WITH FINES OR IMPRISONMENT OF UP TO FIVE (5) YEARS, OR BOTH, UNDER SECTION 1001 OF TITLE 18, UNITED STATES CODE, AND I ALSO MAY BE SUBJECT TO CIVIL AND/OR ADMINISTRATIVE PENALTIES AND SANCTIONS.

________________________________ ________________________
**Signature of Applicant** **Date**

## PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

## GENERAL CDBG INTAKE ELIGIBILITY FORM

| CDBG INCOME ELIGIBILITY | 24 CFR 570.208 | |
|---|---|---|
| Activity classified under family size and income | 24 CFR 570.208(a)(2)(i)(B) | 24 CFR 570.506(b)(3)(iii) |
| Activity is classified based on income eligibility requirements that restrict it exclusively to low- and moderate-income persons | 24 CFR 570.208(a)(2)(i)(C) | 24 CFR 570.506(b)(3)(iii) |

**DEFINITIONS / 24 CFR 570.3**

**Family** means all persons living in the same household who are related by birth, marriage or adoption.

**Household** means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

**Income**. For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under 570.208(a)(1)(vi). Activities qualifying under 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The **three definitions** are as follows:

**(i) Annual income as defined** under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable).

**Estimated annual income** shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

**Low- and moderate-income household** means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and moderate-income person** means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Low-income household** means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

**Low-income person** means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

**INSTRUCTIONS FOR IMPLEMENTING AGENCY**

You must first seek third party verification. This is a verification that is received directly from the source of income. The request can be by mail, fax, or email. It must be clearly evidenced that it was received from the source.

**FY 2021 INCOME LIMITS Effective April 1, 2021**

**Area Median Income (AMI): $61,000** Please check the appropriate family size and income.

| √ | Family Size | √ | Extremely Low (30% of Median) | √ | Very Low (50% of Median) | √ | Low (80% of Median) |
|---|---|---|---|---|---|---|---|
| ☐ | 1 | ☐ | $19,000 | ☐ | $31,650 | ☐ | $50,650 |
| ☐ | 2 | ☐ | $21,700 | ☐ | $36,200 | ☐ | $57,850 |
| ☐ | 3 | ☐ | $24,400 | ☐ | $40,700 | ☐ | $65,100 |
| ☐ | **4** | ☐ | **$27,100** | ☐ | **$45,200** | ☐ | **$72,300** |
| ☐ | 5 | ☐ | $31,040 | ☐ | $48,850 | ☐ | $78,100 |
| ☐ | 6 | ☐ | $35,580 | ☐ | $52,450 | ☐ | $83,900 |
| ☐ | 7 | ☐ | $40,120 | ☐ | $56,050 | ☐ | $89,700 |
| ☐ | 8 | ☐ | $44,660 | ☐ | $59,700 | ☐ | $95,450 |

*Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.*

This material is available in an accessible format upon request. CD/17/51712/V3

ATTACHMENT D

# LEASE AGREEMENT

by and between

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

and

**BAC FUNDING CORPORATION**,
a Florida Not For Profit Corporation

**LEASE AND DEVELOPMENT AGREEMENT**

THIS LEASE AND DEVELOPMENT AGREEMENT (the "**Lease**"), dated as of the ____ day of _______, 202__ (**"Effective Date"**) (defined below) is made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Public Housing and Community Development department having its principal office and place of business at 701 N.W. First Court, 16 Floor, Miami, Florida 33136 its successors and assigns (hereinafter called "**County**" or "**Landlord**"), and BAC FUNDING CORPORATION, a Florida not-for-profit corporation, having its principal office and place of business at 6600 N.W. 27 Avenue, Miami, Florida, and its permitted successors and assigns (hereinafter "**BAC**" or "**Tenant**").

W I T N E S S E T H:

A. Landlord owns certain real property located at 6600 N.W. 27 Avenue, Miami, Florida 33147 (Folio No.: 30-3116-000-0050), consisting of approximately 4.93 acres (the **"Original Property"**). Tenant has utilized the Original Property for over thirty years pursuant to a lease agreement with Landlord to provide business-development services to small, local businesses of Miami-Dade County (the **"Program Recipients"** as defined in **Section 2.38** below) including training, procurement opportunities, and other business development initiatives (the **"Business Development Services"** as defined in **Section 2.8** below).

B. With the intent of advancing the community interest and welfare of the County and enhancing and expanding economic activity in the County, the County and the Tenant desire that Tenant redevelop the Original Property to enhance the community and surrounding neighborhood, and to provide community services and benefits including: (a) the development of office space for Program Recipients, a minimum of 152 Affordable housing apartments, retail space for use by Program Recipients and/or for the primary benefit of on-site residents of Affordable housing units, and a Community Plaza for the use and benefit of area residents and area community organizations predominantly serving persons of low and moderate income (collectively the **"Development Concept"**) on an approximately 3.20-acre portion of the Original Property (the **"Demised Property"**) and (b) the development of twenty Affordable townhomes to be sold to qualified buyers earning not more than 120% of area median income (the **"Townhome Development"**) on the remainder of the Original Property (which is the subject of and governed by a separate deed and is not the subject of this Lease).

C. In exchange for the lease of the Demised Property and in addition to other good and valuable consideration, the Tenant, at its expense, will (1) develop the Development Concept on the Demised Property, (2) provide Business Development Services to Program Recipients, (3) provide rent payments, (4) create jobs to enhance, promote, and expand small businesses in the County, and (5) attract new Small Businesses to Miami-Dade County by allowing the Project (as defined herein) to be developed for the purpose and subject to the terms and provisions set forth in this Lease.

D. The County and Tenant desire to enter into this Lease for the purpose of setting forth their respective rights, covenants, obligations, and liabilities with respect to the lease of the Demised Property and the Tenant's obligations with respect to the facilities to be developed on County-owned land.

**NOW THEREFORE,** Landlord and Tenant mutually covenant and agree that this Lease is made upon the agreements, terms, covenants and conditions hereinafter set forth. Capitalized terms used herein in this Lease without being defined elsewhere herein shall have the definitions set forth in **Article 2** hereof.

**T E R M S**

The recitals above are incorporated herein by reference and fully adopted as if set forth herein.

## ARTICLE 1

## DEMISED PROPERTY AND GENERAL TERMS OF LEASE

1.1 **Lease of the Demised Property**. For and in consideration of the rents, other amounts due and owing to the County, covenants and agreements specified herein, development of other facilities, and the rights reserved unto Landlord, Landlord agrees, pursuant to the terms of this Lease, and does hereby lease and demise unto Tenant, and Tenant does hereby take, upon and subject to the conditions and limitations herein expressed, the Demised Property, to have and to hold the same unto Tenant, for the Term. Landlord shall deliver exclusive possession of the Demised Property to Tenant on the Effective Date, at which time Tenant shall take possession thereof.

"**Demised Property**" or **"Property"** shall mean approximately 139,522 square feet of land and the building(s) thereon located at 6600 NW 27th Avenue, Miami-Dade County, Florida, 33147 and legally described in **Exhibit A**.

The Demised Property shall be leased to Tenant in its "as-is" "where-is" condition, with any and all faults, and with the Landlord not offering any implied or expressed warranty as to the condition of the Demised Property and/or whether it is fit for any particular purpose, and subject to any and all obligations, restrictions, covenants and reservations and all other obligations, liens, restrictions, covenants and reservations whether noted in the public records or not. Landlord makes no representations or warranties as to the condition of the title of the Demised Property.

1.2 **Term of Lease**.

**(A) Term**. The initial term of this Lease shall be for seventy-five (75) years, commencing on the Effective Date and ending on the date which is seventy-five (75) years from the Effective Date, unless earlier terminated or extended as provided for herein (the "**Initial Term**"). The Initial Term of this Lease shall begin on the first day of the month following (i) the approval of this Lease by the Board, and the expiration of the ten (10) day veto period by the Mayor of Miami-Dade County, unless vetoed by the Mayor, or, if vetoed, a two-thirds (2/3) vote of the Board overriding the Mayor's veto is obtained **("Effective Date")**. The parties hereby acknowledge and agree that Tenant shall have a period of thirty (30) months following the commencement of the Initial Term, subject to extension for Unavoidable Delay, for Tenant to secure all of its financing for the Project. The **"Financial Close Date"** shall be the date that Tenant closes on all of its financing for the construction of the Project that includes a mixed-use, mixed income residential development, with a commercial and/or retail component, all consistent with the Development Concept, irrespective of the type or source of the financing. The parties further agree that, subject to an extension for Unavoidable Delay, in no event shall the Financial Close Date for the Project occur after thirty (30) months from the Effective Date. Should the Financial Close Date not occur by such date as described herein, then this Lease or such portion thereof shall immediately terminate upon written notice from Landlord, and Tenant shall have no right to cure such termination. Upon the termination of this Lease or any portion thereof, Tenant agrees that it shall immediately surrender any and all interest in and to the Demised Property, or the relevant portion thereof, to Landlord, without any notice or demand. Any such termination shall be without any compensation and/or reimbursement, whatsoever, to Tenant, and at no cost to Landlord. The parties hereby acknowledge and agree that such financing for the Project may include any, all, or none of the following: (a) the proceeds of bonds issued by any applicable state agency or local housing authority, gap financing, state or local loans (including without limitation documentary stamps surtax, State Housing Initiative Partnership, HOME Investment Partnerships and CDBG loans), or other local government subsidy; (b) a binding commitment for the sale or syndication of the low-income housing tax credits that are issued with bonds; and (c) construction and/or permanent loan financing from a traditional state-chartered bank, or any other lender.

**(B)** **Renewal Option**. Provided that the Tenant is not in breach or default under this Lease or any obligation to the County, and provided that the Demised Property (or any portion thereof) is not the subject of any Taking (as described in **Article 18**) or under the formal or informal threat of Taking (or inverse condemnation), the Tenant shall have the right to exercise one (1) option ("**Option**") to extend the Term, for an additional twenty-four (24) year period. The Tenant shall provide notice to Landlord that it is exercising the Option (i) no later than one hundred eighty (180) days, and (ii) no earlier than three hundred and sixty-five (365) days prior to the expiration of the Initial Term. The Initial Term plus the term of the Option exercised shall collectively be referred to in this Lease as the "**Term**." At the expiration or earlier termination of the Term, the Demised Property shall revert back to Landlord, and all improvements thereon (except Tenant's removable fixtures and/or personal property) shall become the property of the Landlord at no cost or expense to the Landlord.

**(C)** **Effectiveness of Lease**. This Lease shall become effective on the Effective Date.

## ARTICLE 2

## CERTAIN DEFINED TERMS

In addition to other capitalized terms as defined in the introductory recitals or elsewhere in this Lease, when used in this Lease, the terms set forth below, shall be defined as follows, and shall take precedence over any other defined term herein to the extent inconsistent with this Article:

2.1 "**Activity Center**" shall mean an indoor and outdoor recreational center development as part of the Residential Complex, which shall include an exercise room, a computer room, multipurpose social rooms, restrooms, a swimming pool, a kitchen, and an outdoor recreation area with seating and a barbecue pit.

2.2 **"Affordable"** shall mean the development of residential housing, in which the resident's (i) household earning incomes do not exceed one hundred twenty percent (120%) of area median income, and (ii) rental payments that do not exceed thirty percent (30%) of such income which represents the percentage of the median adjusted gross annual income for extremely low-, very low-, low- or moderate-income persons or households, as these terms are defined in section 420.0004, Florida Statutes, and as published by either the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation for Miami-Dade County.

2.3 "**As-Built Plans**" shall mean the final plans of the actual structures that are developed on the Demised Property, as may be applicable. As-Built Plans are the design and Construction Plans checked in the field for accuracy and revised to show the actual condition, locations, elevations, and specifications of materials for the constructed Improvements, as applicable, and all associated utilities, including, but not limited to, storm water management areas such as retention and detention basins and parking. Actual location of structures, including but not limited to, the top of any building(s), foundation(s), grades elevations, and other key locations are to be shown on the As-Built Plans.

2.4 "**Annual Rent**" or "**Rent**" shall have the meaning ascribed to such term in **Section 3.1.2**.

2.5 **"Applicable Laws"** shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders, building and zoning codes, and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, boards and officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Demised Property.

2.6 "**Board**" shall mean the Board of County Commissioners of Miami-Dade County, Florida.

2.7 **"Building"** shall mean the building(s) or structure(s) to be erected on, above, or below the Demised Property, or a portion thereof, in accordance with **Article 4.1(C)(1)** below (including any replacements, additions, and substitutes thereof).

2.8 "**Business Development Services"** shall mean the provision to Small Businesses by Tenant of both (a) affordable, below-market office and/or retail space available to be subleased within the Demised Property and (b) other services to serve as a catalyst and tool for early-stage or Small Businesses so they can grow and become stable companies in the community and surrounding area, including (i) access to capital to overcome financial barriers to growth, such as start-up costs for new contracts and (ii) training programs, such as marketing assistance, networking activities, help with presentation skills, business training, financial management, regulatory compliance, and identification of grants, resources, mentorship, and management training.

2.9 "**CDBG**" or "**CDBG Program**" shall mean the United States Department of Housing and Urban Development's Community Development Block Grant program.

2.10 "**Certificate of Occupancy**" or **"CO"** shall mean the certificate issued by the governmental agency and/or department authorized to issue a certificate of occupancy or certificate of completion, as applicable, evidencing that the applicable Building(s) is (are) ready for occupancy in accordance with Applicable Laws.

2.11 "**Commencement of Construction**" and "**Commence Construction"** shall mean the later of the filing of the notice of commencement under Florida Statutes, Section 713.13 and the visible start of construction work on the Demised Property, including on-site utility, excavation or soil stabilization work (but specifically excluding any ceremonial groundbreaking). In order to meet the definition of "**Commencement of Construction**" or "**Commenced Construction**" for the Demised Property, such filing of the notice of commencement and visible start of work must occur after Tenant has secured a building permit and issued the Notice to Proceed to its prime contractor for each of the aforementioned properties.

2.12 "**Community Plaza**" shall mean a 14,000 square foot community plaza on the corner of N.W. 27th Avenue and N.W. 67th Street which will serve as a public area, that will be open and available to the community for the use and benefit, at no charge, of area residents and area community groups that predominantly serve low- and moderate-income individuals.

2.13 "**Completion of Construction**" shall mean, the occurrence of all of the following: (i) the architect of record has signed and delivered to the Tenant, and with respect to the Project, including the Retail and Office Complex, and the Residential Complex, to the County as well, a certificate of final completion in accordance with the As-Built Plans and Specifications for each such facility; and (ii) a Certificate of Occupancy is issued for the Improvements to the Retail and Office Complex, and Residential Complex as applicable, pursuant to which Tenant can legally commence its occupancy and/or operation of the Improvements, as applicable.

2.14 "**Construction Plans**" shall consist of the final design plans for the particular Improvements for the Retail and Office Complex, and the Residential Complex, as applicable, including the drawings and specifications which are in a format with sufficient detail, as required to obtain building Permits for such Improvements to the Retail and Office Complex and the Residential Complex, as applicable.

2.15 "**Days**" shall mean any period of time referred to in this Lease of 15 days or less shall be considered as business days. Any period of time referred to in this Lease of 16 days or more shall be considered as calendar days.

2.16 "**Demised Property**" shall have the meaning set forth in **Section 1.1**.

2.17 "**Development Concept**" shall mean and refer to the overall initial site plan and renderings, of the building(s) to which shall accommodate all uses as described in **Section 4.1(C)(1)** for the Demised Property. An initial site plan generally reflecting the Development Concept as of the Effective Date is attached to this Lease as **Exhibit "B."**

2.18 **"Effective Date"** shall have the meaning set forth in Section 1.2(A).

2.19 **"Eligible Tenants"** shall mean natural persons or families qualified to obtain Affordable housing that are seeking to rent, or renting, an apartment unit in the Building.

2.20 "**Events of Default**" shall be as defined in **Section 19.1** (as to Events of Default by Tenant) and **Section 19.6** (as to Events of Default by Landlord).

2.21 **"Existing Improvements"** shall mean the improvements on the Demised Property as of the Effective Date.

2.22 **"Encumbrances"** shall have the definition set forth in **Section 4.12(B)**.

2.23 **"Financial Close Date"** shall have the meaning set forth in **Section 4.4(A)(d)**.

2.24 "**Impositions**" shall mean all taxes, including, but not limited to, ad valorem taxes, and sales taxes, impositions, assessments, fees or any other levies by any governmental entity or other entity with appropriate jurisdiction and any and all liabilities (including interest, fines, penalties or additions) with respect to the foregoing.

2.25 "**Improvements**" shall mean the buildings to be constructed on the Demised Property, and the parking areas (including garages), and landscaping, equipment, other structures, facilities or amenities, and all related infrastructure, installations, fixtures, utilities, site-work and other improvements existing or to be developed upon the Demised Property at the Tenant's sole cost. The term "Improvements" shall not, however, include Public Infrastructure, which is dealt with elsewhere in this Lease.

2.26 "**Lease**" shall mean this Lease (including all exhibits) and all amendments, supplements, addenda or renewals thereof.

2.27 "**Leasehold Mortgage**" or "**Mortgage**" shall have the meaning set forth in Section 17.2 of this Lease.

2.28 "**Leasehold Mortgagee**" or "**Lender**" shall mean the holder of a Leasehold Mortgage, as permitted by this Lease and the successors or assigns of such holder, mortgagee or beneficiary, and shall be deemed to include the trustee under any such trust indenture and the successors or assigns of such trust.

2.29 "**Lease Year**" shall refer to each twelve (12) month period running from the Effective Date and each anniversary thereof.

2.30 "**Lending Institution**" shall mean any bank or trust company, mortgage bank, savings bank, credit union, national banking association, savings and loan association, building and loan association, insurance company, the Florida Housing Finance Corporation, not-for-profit corporation, Fannie Mae, Freddie Mac, or other financial institution or governmental agency authorized to transact business in the State of Florida, and which customarily provides service or otherwise aids in the financing of mortgages on real property located in the State of Florida, or any federal, state, or local governmental authority.

2.31 "**Minimum Development**" shall have the meaning ascribed to such term in **Section 4.1(C)**.

2.32 "**National Objective**" shall mean the CDBG requirements set forth in 24 CFR 570.208.

2.33 "**Notice to Proceed**" **or** "**NTP**" shall mean the notice Tenant gives to any prime construction contractor to proceed with construction, demolition, or other development work on the Demised Property, for the Minimum Development.

2.34 **"Original Property"** shall mean that certain real property located at 6600 N.W. 27 Avenue, Miami, Florida 33147 (Folio No.: 30-3116-000-0050), consisting of approximately 5 acres.

2.35 **"Outside Completion Date"** shall have the meaning set forth in **Section 4.4(A)(g).**

2.36 "**Permit**" shall mean any permit issued or required to be issued by the appropriate governmental agency and/or department authorized to issue such permits, including, but not limited to, applicable permits for construction, demolition, installation, foundation, dredging, filling, the alteration or repair or installation of sanitary plumbing, water supply, gas supply, electrical wiring or equipment, elevator or hoist, heating, ventilation, and air conditioning (HVAC), sidewalk, curbs, gutters, drainage structures, paving and the like.

2.37 "**Plans and Specifications**" shall mean the plans and specifications for all the work in connection with the demolition or alteration of any existing improvements, any new construction on the Demised Property, as applicable, and the alteration, construction and reconstruction of any portion of the Project or other work required to be done or performed hereunder, including, but not limited to, the Improvements, and shall include any changes, additions or modifications thereof, provided the same are approved to the extent required herein.

2.38 **"Program Recipient"** shall mean Small Businesses which receive Business Development Services.

2.39 "**Project**" shall mean the overall development of the Demised Property, including the Retail and Office Complex, and the Residential Complex, as described in the Development Concept and in the Plans and Specifications to be submitted by Tenant.

2.40 “**Public Infrastructure**” shall mean (1) all on- and off-site publicly owned infrastructure (or payments to governmental departments or agencies in lieu of same) constructed by Tenant and required by: (a) the platting and permitting process for the Project and/or (b) otherwise to support the Project, including but not limited to upgrades and additions to surrounding roadways and sidewalks, water and sewer lines, etc.

2.41 “**Residential Complex**” shall mean (1) the building(s) which shall include no less than 152 Affordable housing units, (2) the Activity Center, and (3) any private or Public Infrastructure applicable thereto.

2.42 “**Retail and Office Complex**” shall refer to the structure on the Demised Property ranging from approximately 17,500 to 35,000 square feet of retail and office facilities renovated and/or constructed at Tenant’s sole cost on the Demised Property, solely for the uses stated in **Article 4.1(C)(1)** below related to the not-for-profit mission of spurring business growth, private investment, and new business enterprises and employment in low-income communities by providing the Business Development Services to Program Recipients and other ancillary uses and including private or Public Infrastructure applicable thereto or uses ancillary to the Residential Complex.

2.43 **“Small Business”** shall mean a business entity:

(1) which has a valid business tax receipt issued by Miami-Dade County;

(2) which has an actual place of business in Miami-Dade County;

(3) whose three-year average gross revenues does not exceed five million dollars ($5,000,000), subject to annual increase s based on the annual National Consumer Price Index (CPI) for all Wage Earners & Clerical Workers, U.S. City Average issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indicies or data of similar type; and

(4) where the personal net worth of all of its owners is not more than $1,500,000, exclusive of (a) the value of the primary residence for which there is a homestead exemption; (b) the value of the business; and (c) funds invested in an individual retirement account., 401K, pension, or other official retirement account, and subject to annual increases by the annual CPI adjustment, if any. If requested by Landlord or Tenant, the owner of any Small Business must provide information about the terms and restrictions of the retirement account to Landlord and Tenant and certify that the retirement account(s) is legitimate. Representations as to a business entity’s average gross revenues, personal net worth of owners and payroll shall be subject to audit by Landlord and Tenant.

2.44 “**Stabilization Date**” shall mean the date that is six months after the Completion of Construction. In no event shall the Stabilization Date be later than September 1, 2027, subject to any extension pursuant to Unavoidable Delay.

2.45 “**Subcontractors**” shall mean those subcontractors (or sub-subcontractors or suppliers at any tier) of Tenant’s prime contractor who perform construction-related work for the Project.

2.46 "**Taking**" shall mean the exercise of the power of eminent domain as described in **Article 18**.

2.47 "**Taking Authority**" shall mean the federal, state or county government, or any agency, authority or entity possessing the power of eminent domain to transfer title to a property from one owner to the government, or to another agency, authority or entity.

2.48 "**Tenant**" shall mean BAC Funding Corporation, a Florida not-for-profit corporation, and its permitted successors and assigns.

2.49 **"Townhome Development"** shall mean the development of twenty Affordable townhomes, to be sold to qualified buyers earning incomes that do not exceed 120% of area median income, on the portion of the Original Property that does not include the Demised Property. For the avoidance of doubt, this Lease does not include any obligations with respect to the Townhome Development.

2.50 "**Unavoidable Delays**" shall mean delays beyond the control of a party required to perform, such as, delays due to strikes; acts of God; hurricanes; floods; fires; enemy action; epidemics or pandemics (other than the COVID-19 pandemic which shall not constitute an Unavoidable Delay); civil disturbance; sabotage; restraint by court, official restraint by a governmental or public authority; or formal administrative challenges by third parties to the execution or performance of this Lease (including, but not limited to, the Minimum Development) or the procedures leading to its execution; or moratoriums. Foreseen or foreseeable events or conditions shall not constitute Unavoidable Delays. Delay in, or refusal by, a governmental authority in granting a permit shall not constitute an Unavoidable Delay.

## ARTICLE 3

## RENT

3.1 **Initial Rent.** Tenant shall pay to Landlord the amount of Three Hundred and Seventy-Five Thousand Dollars ($375,000.00), plus sales taxes, if applicable, as the Initial Rent payment (**"Initial Rent"**), on the Financial Close Date, but in no event later than thirty (30) months after the Effective Date, subject to any extensions due to Unavoidable Delay. The Initial Rent shall be paid in one lump sum. Such Initial Rent shall be made payable to the Public Housing and Community Development department and mailed or hand-delivered to Public Housing and Community Development, Accounting Section, 701 N.W. First Court, 16 Floor, Miami, Florida 33136. Once paid by the Tenant to the Landlord, the Initial Rent shall be non-refundable.

3.1.2 **Annual Rent**. Commencing on the Stabilization Date, Tenant shall begin to pay to Landlord, without demand, the Annual Rent, in the annual amount of Fifteen Thousand Dollars ($15,000.00), plus sales tax, if applicable. On each anniversary of the Stabilization Date thereafter, Tenant shall pay Landlord the Annual Rent for each year, until the sixteenth anniversary of the Stabilization Date. Thereafter, commencing on the sixteenth anniversary of the Stabilization Date, the Annual Rent shall increase to Forty Thousand Dollars ($40,000.00) for that year, and shall each year thereafter be an amount equal to one hundred three percent (103%) of the Annual Rent for the immediately preceding year, until the last day of the Term. At the option of Tenant, the Annual Rent may be paid either in a single lump sum, or alternatively, in twelve (12) equal monthly installments. Any and all such Rent payments shall be made payable to the Public Housing and Community Development department and mailed or hand delivered to Public Housing and Community Development, Accounting Section, 701 N.W. First Court, 16 Floor, Miami, Florida 33136. Should the Option to Renew the Term be exercised, Annual Rent shall be calculated in the same manner as above.

3.1.3 **Late Payment.** Should Tenant fail to pay any of the Rent (Initial Rent or Annual Rent) when due, including any sales tax, as described herein, then there shall be a ten (10) day grace period for the Tenant to make the necessary payment to the Landlord. After the ten (10) day grace period, the Tenant shall then be liable to the Landlord, in addition to the Rent, an amount equal to the greater of (a) interest on the unpaid Rent at the highest rate permitted by law or (b) One Hundred ($100.00) Dollars per day for each day following the grace period that such payment is unpaid. Such amount shall continue to accrue while the delinquent amount remains unpaid. Further, should any unpaid Rent continue beyond thirty (30) calendar days after their due date, it shall be deemed an Event of Default, and the Landlord shall then be entitled to undertake any act or action authorized by this Lease.

3.1.4 **Abatement of Rent.** Except as specifically set forth in this Lease, Tenant shall not be entitled to any abatement, allowance, reduction, or suspension of the Annual Rent or other payments due to Landlord under this Lease.

## ARTICLE 4

## DEVELOPMENT AND USE OF LAND AND CONSTRUCTION OF IMPROVEMENTS

4.1 **Development and Use of the Demised Property**. Tenant and Landlord agree that the Demised Property shall be developed in accordance with the Development Concept and as further specified and contemplated in this Lease and to be bound by and comply with all of the provisions and conditions of this Lease. Tenant and Landlord agree that, during the Term of this Lease, the Demised Property shall be used solely for those uses set forth in **Section 4.1(C)(1)** below (the "**Permitted Uses**"). Any and all of such Permitted Uses shall be non-religious in nature.

(A) The parties acknowledge that the manner in which the Improvements are developed, used and operated are matters of importance to Landlord and to the general welfare of the community. Tenant agrees that at all times during the Term it will create and operate (through itself or third parties) a development on the Demised Property which will result in: (i) significant improvement to the Demised Property and to the surrounding community; and (ii) the construction of the Minimum Development as described below in this Article so as to create capital investment and employment opportunities and concomitant enhancement of economic activity and to act as a business incubator for Small Businesses, Affordable housing, and businesses ancillary to such Affordable housing, in the County, and that the foregoing is a material purpose of this Lease and in accordance with Tenant's purpose of helping to stimulate the economic growth in the community by developing and expanding Small Businesses in the community and surrounding areas.

(B) It is understood that a material purpose for the County entering into this Lease is the expectation, agreement and requirement that the Demised Property and the Improvements located on it, shall include and be limited to: (i) permanent Affordable housing, including ancillary retail space for the benefit of on-site residents; (ii) office and retail space that is limited to (x)the headquarters and principal place of business for Tenant, or a permitted successor not-for-profit entity that promotes the community welfare, for Tenant's provision of the Business Development Services to Program Recipients, and (y) space subleased to Program Recipients; and (iii) the Community Plaza (collectively, the "Permitted Uses"). The Demised Property shall solely be used for the purposes of development and operation of the Project, consistent with the Permitted Uses, and in accordance with the Development Concept described in Section 4.1(C):

(C) **Minimum Development**. Notwithstanding and prevailing over anything in this Lease to the contrary, Tenant agrees, at a minimum, to satisfy the following requirements, which shall be deemed the "**Minimum Development**" and, for those portions of the Minimum Development that are within the Demised Property, to also maintain same throughout the Term of the Lease. The following requirements shall be deemed the "**Minimum Development**":

(1) "**Minimum Development**" shall require that the Tenant shall construct at its sole cost and expense, the Development Concept on the Demised Property, and all private and Public Infrastructure to serve the entire Project. The Development Concept shall consist of the following, which shall be minimum requirements of such development:

(a) Tenant shall construct a minimum of one hundred fifty-two (152) Affordable housing residential units in a multi-family rental building. Tenant shall construct the requisite surface parking lot (or structured parking facility), which will accommodate all of the required parking for the residential units, as prescribed by Applicable Laws. In addition, Tenant may elect to create a separate doorway or entrance into the Building for the residents living in the Building to gain entrance into their apartments, provided that such separate doorway or entrance is to the same standards (like style and quality) as the Tenant has construction for the commercial entry and lobby space. The Tenant may, at its election, and if permissible by law, construct additional units of rental housing, so long as such housing is Affordable housing.

(b) Tenant shall construct no less than 1,800 square feet of space to be utilized by the Tenant as its not-for-profit corporate headquarters, which the Tenant shall at all times retain a not-for-profit status. Further, the Tenant shall provide the requisite parking which will accommodate all of the required parking for space needed and utilized by the Tenant, as prescribed by Applicable Laws.

(c) Tenant shall construct no less than 10,000 square feet of retail space, which may be divided into numerous bays, on the ground floor of the

Building, and 7,500 square feet of office space, inclusive of the above subsection (b). The use of such retail and/or office space shall be strictly limited to (i) services which are ancillary to the Affordable housing such as a corner grocery store or a day care center; (ii) the headquarters and principal not-for-profit place of business for Tenant, or a permitted successor not-for-profit entity that promotes the community welfare, for Tenant's provision of the Business Development Services to Program Recipients; and (iii) space subleased to Program Recipients as part of a business incubator for Small Businesses at affordable, below market rents. Tenant shall provide the requisite parking facilities which will accommodate all of the required parking for the retail and office complex as prescribed by Applicable Laws.

(d) In order to meet the CDBG program's national objective, Tenant shall construct the Community Plaza, which will serve as a public area that will be open and available to the community for its use and benefit, at no charge, to area residents and area community groups that predominantly serve low- and moderate-income individuals. The parties agree that the construction of the Community Plaza shall satisfy the CDBG program's national objective requirements.

(e) Tenant shall construct the amenities in the Building identified in the Development Concept (as shown in **Exhibit B)**. In addition to such the amenities, the Tenant shall ensure that the Building and surrounding land located within the boundary of the Demised Property will have an indoor and outdoor Activity Center for residents of the Building, which will include: a) an exercise room, with at least a treadmill, an elliptical, and/or a stationary bike, free weights, balance balls, a television, and a multi-station equipment machine; b) a computer room with storage area; c) at least two multipurpose activity social rooms, with storage for tables and games; d) restrooms; e) a swimming pool; f) an outdoor recreation area which will have a barbecue pit and outdoor seating; and g) a kitchen.

(f) Tenant shall connect the Building, Retail Space, and Affordable housing to a sewer line, and shall construct any infrastructure necessary for such connection to sewer. Septic tanks shall not be a permissible use with respect to any use or development on the Demised Property.

4.2 **Development Rights**. The Development Concept may be amended by Tenant subject to the prior, written approval of Landlord in its reasonable discretion. Notwithstanding and prevailing over anything herein to the contrary, in no event shall those changes or amendments adversely impact, reduce or alter the Development Concept to less than the Minimum Development and at all times must comport with **Section 4.1**. The Tenant hereby acknowledges that constructing and maintaining residential units in the Building for persons and/or households meeting the criteria for Affordable housing is a critical component/factor for the Tenant to maintain throughout the Term.

4.3 **Unavoidable Delays**. Other than Tenant's obligation to pay Annual Rent due to Landlord, the party obligated to perform shall be entitled to a reasonable extension of time because of its inability to meet a time frame or deadline specified in this Lease where such inability is caused by an Unavoidable Delay, provided that such party shall, within fifteen (15) days after it has become aware of such Unavoidable Delay, gives notice to the other party in writing of the causes thereof, and articulates the measures the delayed party intends to take to mitigate the delay. Neither party shall be liable for loss or damage or deemed to be in default hereof due to any such Unavoidable Delays, provided that (with respect to an Unavoidable Delay suffered by Tenant) Tenant cures said Unavoidable Delay within 30 days, or if it cannot reasonably cure within 30 days, then it begins within such 30 days and diligently prosecutes cure provided in no instance shall cure period exceed 180 days, which will then be considered an Event of Default, and further provided that such Unavoidable Delay did not result from the fault, negligence or failure to act of the party claiming the delay. The County Mayor or County Mayor's designee is authorized to determine, in its reasonable discretion, whether the Unavoidable Delay claimed by Tenant meets the requirements set forth in **Section 2.50** herein.

4.4 **Commencement of Construction; Outside Date for Completion of Construction; Termination**.

(A) Subject to the terms and provisions of this Lease, Tenant shall commence and complete the development of the Project pursuant to the following deadlines, subject to any extensions for Unavoidable Delay:

(a) Tenant shall, within twelve (12) months from the Effective Date, deliver to the Landlord (specifically to the Directors of Public Housing and Community Development department and the Internal Services Department) copies of its construction budget, including, but not limited to a preliminary sources and uses statement.

(b) Tenant shall obtain all required subdivision and zoning approvals required to construct the Improvements on the Demised Property within eighteen (18) months from the Effective Date (the "Subdivision and Zoning Deadline").

(c) Tenant shall, within twenty-four (24) months from the Effective Date, provide to the Landlord (specifically to the Directors of Public Housing and Community Development department and the Internal Services Department) any and all Plans and Specifications, as well as Construction Plans for written approval. This written approval is in addition to any approval and/or authorization that the Tenant must secure from any other agency and/or department of the Landlord.

(d) Tenant shall obtain all permits and entitlements required to construct the Improvements on the Demised Property (including, but not limited to, building permits) and shall close on the financing for the construction of the Improvements (collectively, the "Predevelopment Conditions") within thirty (30) months of the Effective Date, subject to Unavoidable Delay (the "Predevelopment Deadline"). The date of the closing of the financing for the construction of the Project shall be the "Financial Close Date," which Financial Close Date must occur within thirty (30) months of the Effective Date.

(e) Tenant shall, within thirty-six (36) months of the Effective Date, provide to the Landlord (specifically to the Directors of Public Housing and Community Development Department and the Internal Services Department) copies of any and all contracts, agreements and/or arrangements that it has with the development company that will be performing and/or managing the construction of the Project.

(f) Tenant shall Commence Construction within thirty-six (36) months of the Effective Date.

(g) Subject to Unavoidable Delay, Tenant shall cause the Completion of Construction to occur no later than sixty (60) months after the Effective Date (the "Outside Completion Date").

(h) The timeframes set forth in **Section 4.4(A)(a) – (f)** may be each extended for a six month period by the County Mayor or the County Mayor's designee in its sole and absolute discretion, provided that the County Mayor or County Mayor's designee determines that the Outside Completion Date will not need to be extended as a result of such extension based upon a reasonable demonstration of same by Tenant. Any extension of the Outside Completion Date shall only be granted with approval of the Board.

(B) **Tenant's Right to Terminate**. If within twelve (12) months from the Effective Date ("**Inspection Period**"), the Tenant reasonably determines that Tenant is not able to develop the Project, substantially as contemplated in **Article 4** and as illustrated in the Development Concept, then the Tenant shall forthwith provide notice of same to Landlord or Landlord shall provide notice of same to the Tenant, as applicable, and the Tenant shall have the right to terminate this Lease by giving written notice of termination. In such event this Lease shall terminate fifteen (15) days following the receipt of such notice of termination and any and all construction materials located on the Demised Property and not incorporated therein may be retained by Tenant. Tenant shall not Commence Construction and shall not draw down any financing proceeds as a result of any approved Leasehold Mortgage until the expiration of the Inspection Period or following the delivery and issuance by the Tenant of an executed letter addressed to the County whereby Tenant waives the remaining time in the Inspection Period and its right to terminate this Lease, as set forth in this **Section 4.4(B)**.

(C) **Landlord's Right to Terminate.** In addition to other remedies in law or equity and subject to the provisions of **Article 19** and the rights of Lenders set forth in this Lease the Landlord shall have the right to terminate the Lease upon the occurrence of any of the Events of Default.

4.5 **Construction; Delegation; Landlord Joinders**. Tenant shall have the right to develop and to construct or cause construction of the Improvements, subject to the terms and conditions of this Lease. Subject to **Section 4.6**, Landlord, as owner of the Demised Property, through its Mayor or Mayor's designee, agrees to reasonably assist in the joining in of any plat or zoning applications, final plat(s), required dedications/designations, or modifications, declarations (including those requested or required by the County or any agency thereof as part of any application), Permits (including, without limitation, building Permits, paving and drainage Permits and other Permits relative to the development and operation of the Project), and other documents and/or agreements, including but not limited to water and sewer agreements, estoppels and non-disturbance and attornment agreements, as may be necessary for Tenant to develop and use the Demised Property in accordance with the Plans and Specifications and/or the Development Concept as specified herein, provided that such joinders by Landlord shall be at no cost to Landlord other than its cost to review such documents, shall not impose additional obligations or liabilities or potential obligations or liabilities on Landlord, and also provided that form and provisions of such documents, shall be acceptable to Landlord in its sole discretion. Additionally, notwithstanding any of the foregoing, it is the intention of this Section to address only ministerial, or minor administrative actions required of the County and not to require material or substantive obligations or undertakings by the County related to such applications, agreements or any other efforts contemplated above. Moreover, in no case shall the County be required to waive, relinquish or diminish any right or privilege, in connection such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any County right or privilege. Additionally, the Mayor or the Mayor's designee, shall have the power, authority and right, on behalf of Landlord, in its capacity as Landlord hereunder, and without any further resolution or action of the Board to:

(a) Review and approve documents, Plans and Specifications, applications (not funding applications, provided that such funding application(s) does not need approval by Landlord), subleases, requests, estoppels and joinders and consents required or allowed by Tenant to be submitted to Landlord in accordance with the terms of this Lease, and generally take actions on behalf of Landlord to implement the terms hereof;

(b) Consent to actions, events, and undertakings by and/or for Tenant for which consent is required by Landlord;

(c) Make appointments of individuals or entities required to be appointed or designated by Landlord in this Lease;

(d) Execute non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease;

(e) Execute any and all documents on behalf of Landlord necessary or convenient to the foregoing approvals, consents, and appointments;

(f) Execute on behalf of Landlord, consistent with this Lease, any and all consents, agreements, applications or other documents, needed to comply with applicable regulatory procedures and secure permits or other approvals needed to accomplish the construction of any and all improvements in and refurbishments of the Property;

(g) Amend this Lease to correct any typographical or non-material errors, or to address revisions or supplements hereto of a non-material nature; and

(h) Execute on behalf of Landlord any bifurcated leases and any other agreements or instruments necessary to effectuate the bifurcation of this Lease as contemplated herein.

4.6 **Miami-Dade County's Rights As Sovereign**. The County retains all its sovereign prerogatives and rights as a county (the "**Sovereign**") under State and local law with respect to the planning, design, construction, development and operation of the Project. It is expressly understood that notwithstanding any provisions of this Lease and the County's status thereunder:

(A) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State and local law and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of the Project, or the operation thereof, or be liable for the same; provided, without diminishing the foregoing, that the County (in its capacity as Landlord) agrees to reasonably cooperate with Tenant in Tenant's efforts to expedite Permits and entitlements.

(B) The County shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning, development or otherwise under present or future applicable laws of whatever nature applicable to the planning, design, construction, development and/or operation of the Project.

(C) Notwithstanding and prevailing over any contrary provision in this Lease, any County covenant or obligation that may be contained in this Lease shall not bind the Board, the County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other County, city, federal or state department or authority, committee or agency (i.e., any governmental agency) to grant or leave in effect any zoning changes, variances, Permits, waivers, contract amendments, or any other approvals that may be granted, withheld, or revoked in the discretion of the County or other applicable Governmental Agencies in the exercise of its/their police power(s).

4.7 **Conformity of Plans**. Plans and Specifications and Construction Plans, and all work by Tenant with respect to the Demised Property and Tenant's design, development and operation of the Improvements thereon shall be in conformity with this Lease and all Applicable Laws.

4.8 **Design Plans; Review and Approval Process**.

(A) No later than thirty (30) days prior to any submission to any governmental authority having jurisdictional authority over the Project seeking such governmental agency's approval and/or Permit, Tenant shall submit a complete set of such proposed Plans and Specifications for the Demised Property and the Improvements to the Director of the Public Housing and Community Development department and the Internal Services Department ("**ISD**") for review, coordination and approval as to whether or not they meet the Minimum Development Requirements of **Section 4.1(C)(1)** (and so long as the proposed Plans and Specifications for any portion of the Minimum Development on the Demised Property meets the Minimum Development requirements of **Section 4.1** and the Development Concept, Landlord shall have no right to disapprove such Plans and Specifications for the Demised Property.). For each submittal to the Landlord (collectively "**Plan Submittals**"), Tenant shall submit three (3) sets of prints with the date noted on each print along with two digital versions submitted on flash drives.

(B) Upon receipt of each of the above-mentioned submittals, the County shall review same and shall, within thirty (30) days after receipt thereof advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Tenant shall, within fifteen (15) days after the date Tenant receives such disapproval, make those changes necessary to meet the County's stated grounds for disapproval or request reconsideration of such comments. Within fifteen (15) days of the County's response to such request for reconsideration, Tenant shall, if necessary, resubmit such altered plans to the County. Any resubmission shall be subject to review and approval by the County, in accordance with the procedure herein above provided for an original submission, until the same shall receive final approval by the County. Failure of the County to respond within thirty (30) days of receipt of Tenant's submittals shall be deemed to be approval of such submittals provided that Tenant has provided Landlord with notice of the expiration of the thirty (30) day timeframe, and no less than five (5) days to cure.

(C) Upon the approval of the final Construction Plans for the Improvements, Tenant shall provide the County with a set of plans signed by all parties as approved. In the event any change occurs after approval of the final Construction Plans for the Improvements, then Tenant must resubmit the changed portion of the Construction Plans for the County's reasonable approval (unless the change is required by another governmental entity having regulatory authority over the development of the Improvements in which case only notice to the County, not the approval of the County, is required.)

(D) At Tenant's request, Landlord shall, solely in its capacity as land owner of the Demised Property and at Tenant's expense, join in (or consent to, as required) the execution, submission and processing of all of the applications for approvals, including the execution and submittal of any declarations of restrictions reasonably requested by the reviewing governmental agency and acceptance of any conditions reasonably imposed by the reviewing governmental agency, and in securing incentives through the Beacon Council or any other public or private agency or organization. In that regard, notwithstanding the notice provisions contained in **Section 20.1** hereof regarding when notices are deemed given, Tenant, agrees to provide Landlord with any plans or other documents it intends to submit to any reviewing governmental agency not less than thirty (30) days prior to submission of same to any reviewing governmental agency, and Landlord shall execute and return any required joinders or consents within ten (10) business days following actual receipt of such joinders or consents from Tenant. Provided that, notwithstanding any of the foregoing, it is the intention of this provision to address only ministerial, or minor administrative actions required of the County and not to require material or substantive obligations or undertakings by the County related to such Permit applications, zoning applications, revisions to site plans, or any other efforts contemplated above. Moreover, in no case shall the County be required to undertake any liability, or other obligations, or to waive, relinquish or diminish any right or privilege, in connection with such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any County right or privilege.

4.9 **"As-Built" Plans**. After Completion of Construction of the Improvements by Tenant, Tenant shall, within thirty (30) days provide Landlord with two (2) sets of As-Built Plans of the completed stage of the Project or Improvement.

4.10 **Tenant Development Obligations**. ISD's and/or the County's approval (or deemed approval) of the Development Concept and Plans and Specifications pursuant to this Lease shall not relieve Tenant of its obligations under law to file such Plans and Specifications with any department of Miami-Dade County or any other governmental agency having jurisdiction over the issuance of building, zoning or other Permits and to take such steps as are necessary to obtain issuance of such Permits. Tenant acknowledges that any approval given by the County's department of Regulatory and Economic Resources (or deemed approval) pursuant to this **Article 4**, shall not constitute an opinion or agreement by the County that the Construction Plans are structurally sufficient or in compliance with any Applicable Laws, and no such approval (or deemed approval) shall impose any liability upon the County.

4.11 **Tenant's Facilities to be Constructed**. Notwithstanding anything herein to the contrary, Landlord shall not be responsible for any costs or expenses associated with or related to the Project, the Improvements, or the Demised Property, including, but not limited to, the design, development, construction, capital replacement, operation and/or maintenance of the Project, Improvements, or the Demised Property (except for Landlord's own internal administrative costs associated with fulfilling its obligations under the Lease).

4.12 **Conditions Related to the Notice to Proceed and Commencement of Construction.**

(A) **<u>Conditions Precedent to Notice to Proceed and Commencement of Construction</u>**. Before issuance of a Notice to Proceed and the Commencement of Construction of any portion of the Project and any portion of the Minimum Development elements, and in addition to the timeframe and the submission and approval process specified in **Article 4** for construction generally, Tenant hereby agrees that it shall satisfy all of the following conditions precedent with respect to the Project:

(i) Tenant shall have submitted to the County all required planning and zoning approvals necessary to complete the Project.

(ii) Tenant shall have submitted to the County the Plans and Specifications (as hereinafter defined) with respect to the Improvements to be constructed on the Demised Property, and shall have received approval or deemed approval from the County to proceed with same.

(iii) Tenant shall have entered into a valid and binding construction contract for the construction of the Improvements on the Demised Property, as applicable and subject to the provisions of **Sections 4.1 and 4.3.** Tenant shall remit to the County's ISD Department, in electronic format and as a hard copy, copies of said above contract.

(iv) All applicable governmental bodies, agencies and/or departments have given their development approvals, necessary for commencement of construction of the Improvements on the Demised Property, as applicable, and have issued all required permits for the construction of same. Tenant shall remit to the County's ISD, in electronic format and as a hard copy, copies of such granted approvals.

(v) Tenant shall have provided to the County Mayor or designee (with a copy to the County's Internal Services Department, for its approval), evidence reasonably acceptable to the County, that Tenant has the financial ability (including financing resources) to complete the development of the Improvements on the Demised Property, as applicable.

(B) **<u>Additional Conditions</u>.** At least ten (10) days before Tenant commences any construction work related to: (i) any portion of the Project or the Improvements, as applicable, or any materials are purchased from a supplier, Tenant shall execute, deliver to the County and record in the public records of the County, a payment and performance bond equal to the total cost of construction of the Project, as applicable. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05, Florida Statutes, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the County as a beneficiary and obligee thereof. Tenant shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind ("**Encumbrances**"), to be placed on, or to cloud title of, Landlord's fee simple interest in the Demised Property and shall indemnify Landlord for any costs, expenses, or damages Landlord incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on the Landlord's fee simple interest within forty-five (45) days after Tenant receives written notice from Landlord demanding removal of such Encumbrance, and in which case such Encumbrance shall be deemed a Tenant Event of Default. Failure to obtain, execute, or deliver such performance bond to the Landlord prior to Commencement of Construction shall constitute an automatic termination of this Lease. Tenant shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances of which Tenant has been given actual notice.

This Section 4.12 survives the expiration or termination of this Lease.

4.13 **Progress of Construction; Site Conditions**. Subsequent to the Commencement of Construction, Tenant shall submit reports to ISD, quarterly or at some other greater frequency reasonably and mutually agreed to, of the progress of Tenant with respect to development and construction of the Project. Tenant, by executing this Lease, represents it has visited the Demised Property, is familiar with local and all other conditions under which the construction and development is to be performed, will perform or cause the performance of all test borings and subsurface engineering, and all other testing, inspection and engineering, generally required at the site under sound and prudent engineering practices, and will correlate the results of the test borings and subsurface engineering and other available studies and its observations with the requirements of the construction and development of the Improvements and the Project. Landlord makes no warranty as to soil and/or subsurface conditions or any other conditions of the Demised Property. Notwithstanding and prevailing over any contrary provisions hereof, including, but not limited to, those provisions regarding Unavoidable Delays, Tenant shall not be entitled to any adjustment of Rent payments or of any applicable time frame or deadline under this Lease in the event of any abnormal or unexpected subsurface, or other conditions.

4.14 **Reserved.**

4.15 **Connection of Buildings to Utilities**. Tenant, at its sole cost and expense, shall install or cause to be installed all necessary connections between the buildings and Improvements on the Demised Property and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by Landlord (but which may be owned by Miami-Dade Water and Sewer Department or any other governmental agency). Tenant shall pay for all costs, if any, associated with locating and installing such connections and new facilities for sewer, water, electrical, and other utilities as needed to service the Demised Property. Septic tanks shall not be a Permitted Use under this lease with respect to the new construction/renovation, and such improvements must be connected to a sewer line.

4.16 **Ownership of Improvements**. With the exception of the structures being built as part of the Public Infrastructure which, following completion, will become the property of the County, the buildings and certain other Improvements and material and equipment provided by Tenant which are incorporated into or become a part of the Project (i.e., immovable fixtures) and Demised Property as part of the Minimum Development pursuant to **Section 4.1** shall, upon being added thereto or incorporated therein, and the Project itself, be and remain the property of the Tenant for the Term of the Lease. At the expiration or termination of the term of this Lease, all such buildings, and Improvements and equipment (specifically excluding the personal property and moveable fixtures of Tenant and any subtenants) shall become the property of the Landlord.

4.17 **Off-Site Improvements**. Any off-site improvements required to be funded, designed, developed, constructed or contributed by any Applicable Laws as a result of Tenant's development of the Demised Property (all of which may be considered as part of the Public Infrastructure to the extent they are publicly owned) shall be funded, designed, developed, constructed or contributed by Tenant.

4.18 **Introduction of Waste or Hazardous Materials**. Tenant agrees that in its use of the Demised Property it shall comply with any and all Applicable Laws regarding waste and hazardous materials. Tenant shall not cause, or allow on or upon the Demised Property, or as may affect the Demised Property, any act which may result in the discharge of any waste, or otherwise damage or cause the depreciation in value to the Demised Property, or any part thereof due to the release of any waste on or about the Demised Property, other than amounts customarily used in the construction of the Improvements or contemplated to be used in Tenant's use of the Project, all in accordance with all Applicable Laws: further, the Tenant shall not permit or suffer to be thrown, run, drained, allowed to seep, or otherwise discharged on or upon the Demised Property any hazardous materials or otherwise damage or cause the depreciation in value to the Demised Property, or any part thereof due to the release of any hazardous material (and Landlord recognizes and understands that the Project by its very nature will involve motor fuels, paints, solvents and other materials which constitute hazardous materials as defined herein, and approves their use in connection with the construction and operation of the Project). Tenant further hereby agrees to immediately notify the Landlord, in writing, should Tenant have actual knowledge of the occurrence of an accident or incident in which any waste and/or hazardous materials are released or otherwise discharged on or about the Demised Property in violation of Applicable Laws. The term hazardous materials shall mean any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any legal requirements relating to the protection of human health and the environment or exposure to hazardous substances or hazardous materials, including with limitation, Chapter 24 Miami-Dade County Code, the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder hereinafter in effect, or as may be amended from time to time. During the Term, should the Tenant be responsible for any waste and/or hazardous material being released, exposed or otherwise discharged on or about the Demised Property after the Effective Date in violation of Applicable Laws, it shall be the Tenant's sole responsibility at its cost to remediate said discharge on or about the Demised Property. This Section survives the termination or expiration of this Lease.

4.19 **Designation of Landlord's Representative**. Except as otherwise specifically provided for in this Lease, the Mayor or Mayor's designee shall have the power, authority and right, on behalf of the Landlord, in its capacity as Landlord hereunder, and without any further resolution or action of the Board to, so long as such approvals or actions do not cause the Landlord to incur costs or additional contractual or other obligations and/or liabilities, and are consistent with **Section 23.6** of this Lease:

(A) Review and approve, in writing, documents, Plans and Specifications, applications (not including funding applications), requests, estoppels and joinders and consents required or allowed by Tenant to be submitted to Landlord in accordance with the existing terms of this Lease;

(B) Consent to and approve in writing, actions, events, and undertakings by Tenant for which consent is required from the Landlord under the existing terms of this Lease, and make appointments of individuals or entities required to be appointed or designated by Landlord in this Lease;

(C) Execute non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease, provided same shall create no obligations to, or rights in, any third parties; and

(D) Execute any and all ministerial documents on behalf of Landlord necessary or convenient to the foregoing approvals, consents, and appointments.

(E) Execute on behalf of the Landlord the documents set forth in **Article 4**.

4.20 **Creating Sustainable Buildings.**

This Project is subject to the County's Sustainable Buildings Program ("SBP") provisions in Chapter 9 of the Code of Miami-Dade County, Sections 9-71 through 9-75 together with Miami-Dade County Implementing Order IO 8-8, as managed by Miami-Dade County Office of Resilience within the Regulatory and Economic Resources Department.

The Tenant acknowledges and agrees that it is required to comply with the Landlord's rules, regulations, and ordinances pertaining to constructing a sustainable (or "green") building(s) on the Demised Property that conserves the community's natural resources, saves taxpayer dollars, reduces operating expenses, and creates a healthier built environment for employees, tenants, and visitors on and about the Demised Property. As a direct result of the Tenant's commitment to construct a sustainable building(s), the Tenant further agrees to the following:

The Tenant is required, at its sole cost and expense, to renovate and/or construct the Building, to at least a "Silver" certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), and the renovation and/or construction of the Building is also in compliance with any and all of the "green building standards" required by the Landlord for major renovation or new projects, in addition to any and all Florida building code restrictions and/or requirements. The Tenant acknowledges and agrees that the LEED Silver certification or designation means that the Building shall be renovated and/or constructed to meet certain specifications as outlined by the U.S. Green Building Council, which will include various "green" or environmentally responsible features including, but not limited to, the preparation of the Demised Property, as well as the design and renovation of the Building and/or other Improvements; and all shall be reviewed, examined, approved, and certified by a neutral and independent third-party who is certified or approved by the U.S. Green Building Council, and who also regularly certifies such structures as meeting certain LEED standards and/or requirements. The Tenant agrees to regularly provide the Landlord with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the renovation and/or construction of the Building, to establish that the Tenant is in fact proceeding with the construction in a manner to ensure that the LEED Silver designation can be secured from the U.S. Green Building Council. The Tenant also hereby acknowledges and agrees that it must incorporate high performance building concepts and technologies in order to enhance the overall design and construction of the Building, while simultaneously making any and all other Improvements and the remaining public spaces environmentally responsible in order to comply with the above mentioned requirement.

As per IO 8-8 the requirement for applying the appropriate LEED Silver standard may be modified due to special circumstances of the Project. Such modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard, and shall not, in any way, exempt the requirement to apply green building practices to the maximum extent possible. This substitution process shall be administered by and through the Office of Resilience Sustainability Manager.

4.21 **Rental Regulatory Agreement.**

After, or simultaneously with, the award of any funding by the Landlord regarding the Demised Property and/or the Project, the Tenant will enter into a rental regulatory agreement, or similar document, with the Landlord for the Project, which shall be in conformance with all applicable rules and regulations of the Landlord and this Lease, generally in the form attached hereto as **Exhibit D**. The Tenant hereby agrees that the use of any such funding given, loaned, or otherwise provided by the Landlord in connection with the Demised Property and/or the Project, and the rental regulatory agreement, or similar document, shall be monitored, and may be audited, by the Landlord. Any failure by the Tenant to utilize such funds or funding correctly, pursuant to the terms and conditions of the rental regulatory agreement, or similar document, shall be an Event of Default (cross-default) with respect to this Lease.

The Tenant hereby acknowledges and agrees that the Landlord is requiring that Affordable housing be a component of the Project, for the Term of this Lease. In furtherance thereof, the Landlord and Tenant agree that all of the Eligible Tenants shall, at all times, meet the income requirements of Affordable housing at the time of entry into the residential occupancy agreement. And, for Eligible Tenants that initially met the requirements but later had household incomes that exceed the amount to qualify for Affordable housing, those Eligible Tenants shall be granted no more than a one (1) year period to remain as a resident in the Building.

## ARTICLE 5

## PAYMENT OF TAXES, AND ASSESSMENTS

5.1 **Tenant's Obligations for Impositions**. Tenant shall pay or cause to be paid all Impositions, before any fine, penalty or interest may be added thereto, including but not limited to any real estate tax, sales tax, *ad valorem* tax or similar Impositions which at any time during the Term of this Lease are due and owing or have been, or which may become, a lien on the Demised Property or the Improvements or any part thereof owned by Tenant (and specifically excluding any Public Infrastructure); provided, however, that:

(A) If any Imposition (for which Tenant is liable hereunder) may by law be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), at the option of Tenant, Tenant may pay the same in installments, including any accrued interest on the unpaid balance of such Imposition, provided that Tenant shall pay those installments which are to become due and payable after the expiration of the Term of this Lease, but which relate to a fiscal period fully included in the Term of this Lease.

(B) If any Imposition for which Tenant is liable hereunder relating to a fiscal period, a part of which period is included within the Term of this Lease and a part of which is included in a period of time after the expiration or termination of the Term, shall be adjusted between Landlord and Tenant as of the expiration or termination of the Term so that Tenant shall pay only that portion of such Imposition that is applicable to the period of time prior to expiration or termination of the Term, and Landlord shall pay the remainder thereof if it is otherwise obligated to do so.

(C) If any Imposition relates to the period prior to the Effective Date or after the expiration or earlier termination of the Term, it shall be the sole responsibility and obligation of Landlord.

(D) Nothing herein shall be interpreted to mean that there are any Impositions applicable to the Demised Property or any portions of the Improvements owned by the County. This **Section 5.1** survives the termination of the Lease.

5.2 **<u>Contesting Impositions</u>**. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition for which Tenant is or is claimed to be liable, by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition (provided such payment is required by applicable law), unless such payment or payment thereof under protest would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of **Section 5.1** herein, Tenant may postpone or defer payment of such Imposition if:

(A) Neither the Demised Property, the Improvements nor any part thereof would by reason of such postponement or deferment be in imminent danger of being forfeited or lost; and

(B) Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof, if any, as finally determined in such proceedings, together with any required costs, fees, including attorneys' fees, interest, penalties and any other liability in connection therewith that are imposed upon Tenant in accordance with Applicable Laws.

## <u>ARTICLE 6</u>

## <u>SURRENDER</u>

6.1 **<u>Surrender of Demised Property</u>**. On the last day of the Term, or upon any earlier termination of this Lease, Tenant shall surrender and deliver up the Demised Property to the possession and use of Landlord without delay and, subject to the provisions of **Articles 16 and 18** herein, with the Improvements in their then "as is" condition and subject to reasonable wear and tear, acts of God, and casualties, at no cost or expense to the Landlord. Tenant shall take reasonable steps to ensure the safety, security and integrity of Demised Property and Improvements, and shall be obligated to reasonably cooperate with Landlord in the transition of the surrender of same.

6.2 **Removal of Personal Property**. Where furnished by or at the expense of Tenant or secured by a lien held by either the owner or a Lender financing same (or otherwise owned by Tenant or any permitted subtenant), signs, furniture, furnishings, movable trade fixtures, business equipment and/or other similar items **("Tenant Property")** may be removed by Tenant, or, if approved by Tenant, any lienholder at, or prior to, the termination or expiration of this Lease; provided however, that if the removal thereof will damage a building or Improvement or necessitate changes in or repairs to a building or Improvement, Tenant shall, prior to the expiration or termination date, repair or restore (or cause to be repaired or restored) the building or Improvement to a condition substantially similar to its condition immediately preceding the removal of such furniture, furnishings, movable trade fixtures and business equipment, or pay or cause to be paid to Landlord, prior to the expiration or termination date, the reasonable cost of repairing any damage arising from such removal.

6.3 **Rights to Personal Property and Moveables after Termination or Surrender**. Any personal property, including any moveables, of Tenant which shall remain in the Demised Property after three (3) months following the termination or expiration of this Lease, may, at the option of Landlord, be deemed to have been abandoned by Tenant and, said personal property and moveables may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit.

## ARTICLE 7

## INSURANCE AND INDEMNIFICATION

7.1 **Insurance**. Landlord and Tenant hereby agree that the terms and provisions governing the insurance required pursuant to this Lease are contained in **EXHIBIT "F"** hereto, which is hereby incorporated herein by reference.

7.2 **Indemnification and Duty to Defend**. Tenant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, partners principals or subcontractors, other than for liability, loss or damage caused solely by the gross negligence or intentional misconduct of Landlord or its employees, agents, servants, or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

7.3 **Liability for Damage or Injury**. Landlord shall not be liable for any damage or injury which may be sustained by any party, person or any personal property located on the Demised Property, other than the damage or injury caused solely by the gross negligence or intentional misconduct of Landlord, its officers, employees, or agents, and all of which is subject to the conditions and limitations of Florida Statutes, Section 768.28. Nothing herein shall be construed as a waiver or limitation of the conditions and limitations of such statute.

7.4 **Compliant Use**. Tenant represents and warrants that all intended uses, and actual uses, of the Demised Property shall not be in violation of or contrary to the terms and conditions of this Lease, Applicable Laws, and of the exceptions, obligations, restrictions, covenants and reservations of record for the Demised Property. Tenant shall, if desired, obtain title insurance for the benefit of itself and any Leasehold Mortgagee.

7.5 **Survival**. The provisions of this **Article 7** shall survive any termination or expiration of this Lease.

## ARTICLE 8

## OPERATION

8.1 **Control of Demised Property**. Landlord agrees that, subject to any express limitations and approvals imposed by the terms of this Lease, Tenant shall be free to perform and exercise its rights under this Lease. Tenant hereby agrees that any and all utilities with respect to the Demised Property shall be in the name of the Tenant. From and after the Effective Date, under no circumstance whatsoever, shall the Landlord be responsible for any utilities on the Demised Property, including, but not limited to, the installation, maintenance, initial cost or fee and/or any on-going charges or fees. Tenant hereby agrees to pay or cause to be paid any and all such utilities relating to the Demised Property in a timely manner, so as to avoid any lien or encumbrance on the Demised Property. This Section survives the termination of the Lease with respect to any such costs incurred during the Lease.

8.2 **Repair and Relocation of Utilities**. Tenant, at its sole cost and expense and with the prior written approval of the appropriate utility, agrees to maintain and repair, replace and relocate or cause to be maintained, repaired, replaced, or relocated, as necessary, utility facilities within the Demised Property required for the construction and build-out of the Minimum Development, or for the operation of the Demised Property, and all existing and future Improvements, subject to the following conditions:

(A) Such activity does not materially or adversely interfere with Landlord's operations on any property outside the boundaries of the Demised Property (as evidenced in advance by a written instrument authorizing such repair and/or relocation of utilities); and

(B) Tenant complies with the provisions of all Permits and licenses which have been issued and are affected by such repair and relocation.

8.3 **<u>No Right to Erect Signs</u>**.

(A) With the exception of the signs listed in **Section 8.3(B)**, and other signage for which Tenant has obtained Landlord's prior approval (which Landlord will not unreasonably withhold or delay), Tenant shall not have the right, during the Term of this Lease, to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of any signs in or on the Demised Property.

(B) The following types of signs shall be allowed within the Demised Property: Signs identifying the buildings and Improvements to the Demised Property and directional signs within the Demised Property as well as artworks and artistic banners as permitted under applicable zoning regulations and Applicable Laws, including but not limited to, the County's sign ordinance. As used in this Lease, "signs" shall be deemed to include any display of characters, letters, illustrations, logos or any ornamentation designed or used to indicate direction or street names, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise. Tenant shall be responsible for obtaining any and all Permits and licenses which may be required from time to time by any governmental authority for such signs and advertisements.

8.4 The Tenant agrees to be fully responsible for the security of the Demised Property, including the Building and the Improvements thereon. Landlord shall not be responsible for the security on the Demised Property, including but not limited to the security of any and all of the Eligible Tenants, and all of the subtenants, as well as their guests, customers, clients, vendors, and other invitees on and about the Property. As part of the Tenant's security measures, each residential unit shall be equipped with its own individual intrusion alarm. Further, the Tenant shall have security cameras in the common areas of the Building, including hallways and lobbies, providing the Tenant and others with a taped report, should an incident occur. The Tenant shall further ensure that there is sufficient lighting in all common areas, including, but not limited to, hallways, staircases, parking lot facilities, and any entrance ways in order to protect the Eligible Tenants, subtenants, as well as their guests, clients, and customers, as well as for the protection and safety of Tenant, and its employees, agents and vendors. Further, should the Tenant, in its sole discretion, determine that any additional security is necessary for the Demised Property, Building, Eligible Tenants, subtenants, and/or other invitees to the Demised Property, in order to adequately protect the same, then the Tenant, at its sole cost and expense, may arrange for such security, including, but not limited to, hiring security guards to provide such protection.

For the avoidance of doubt, and as further set forth in Section 23.19 below, the Parties do not intend to create any third party beneficiaries with respect to this Lease.

## ARTICLE 9

## REPAIRS AND MAINTENANCE

9.1 **Tenant Repairs and Maintenance**.

(a) Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall keep the Demised Property in good condition, and make all necessary repairs thereto. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments deemed necessary by Applicable Laws or by Tenant. All repairs made by Tenant shall be at least substantially similar in quality and class to the original work. Tenant shall keep and maintain all portions of the Demised Property and all Improvements in safe and reasonable order and operating condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions. The Tenant, throughout the Term of this Lease, and any renewal thereof, is solely responsible for any and all repairs and maintenance to the Property, Building, and Improvements.

(b) Starting from the Effective Date, the Tenant shall, at its sole cost and expense, properly maintain the Property, including, but not limited to maintaining any and all vegetation, landscaping of bushes, shrubbery, grass and plants; keeping all areas, including, but not limited to all pathways, walkways, sidewalks, and/or passageways clean, safe, well-lit, and free of debris, rubbish, garbage, and/or graffiti; properly administering pest control to rid the Property of vermin; prohibiting the transmission of loud noises or sound from the Property, which can disturb nearby owners or occupants; immediately removing any illegally dumped items or material from the Property; maintaining any and all parking lot areas; securing and maintaining a trash removal service for the Property; maintaining any and all underground and above ground utilities on and about the Property to the extent not the obligation of the utility companies; and otherwise being fully responsible for the ongoing maintenance and upkeep of the Property throughout the Term of this Lease, including any renewal, during the construction of the Project, and after the construction of the Project is completed. Tenant shall solely be responsible for maintaining the parking lots (and/or structure parking facility), and ensuring that the parking spaces for the residents living in the Building, and the occupants of the office space, as well as for their guests have proper lighting, signage, and security. Further, the Tenant shall solely be responsible for maintaining the parking lot (and/or structured parking facility) including, but not limited to, painting, striping, replacement of fixtures and bulbs, landscaping, and replacing back stops. Tenant shall further be responsible for providing all termite and pest control and janitorial services.

## ARTICLE 10

## COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

10.1 **Compliance by Tenant**. Throughout the Term of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly comply, or shall cause others (such as permitted subtenants) to promptly comply, with all Applicable Laws.

10.2 **Contest by Tenant**. Tenant shall have the right, after prior written notice to Landlord, to contest the validity or application of any Applicable Laws by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant without cost or expense to Landlord, and shall indemnify the Landlord for any consequences therefrom. If counsel is required, the same shall be selected and paid by Tenant. The provision of this Section regarding Tenant's obligation to indemnify Landlord for the aforesaid matters arising during the Lease survives the termination or expiration of this Lease.

## ARTICLE 11

## CHANGES AND ALTERATIONS TO BUILDINGS BY TENANT

11.1 **Tenant's Right**. Provided that the Uses outlined in **Article 4** are not permanently or materially reduced, diminished, or materially altered in quantity, quality or otherwise from those existing immediately prior to any alterations described below, Tenant (with Landlord's approval, which shall not be unreasonably withheld or delayed) shall have the right at any time or from time to time during the Term of this Lease, at its sole cost and expense, to expand, rebuild, alter and/or reconstruct the Improvements, and to raze existing buildings provided any such razing shall be preliminary to and in connection with the rebuilding of a new building(s); provided, however, that:

(A) The method, schedule, Development Concept and Plans and Specifications for razing any existing building and replacing it with a new building(s) are submitted to Landlord for its approval (which shall not be unreasonably withheld or delayed) at least sixty (60) days prior to the commencement of any razing (unless action is required to comply with building and safety codes, in which Tenant will provide Landlord with prior notice that is reasonable under the circumstances);

(B) The rebuilding, alteration, reconstruction or razing does not violate any other provisions of this Lease and complies with all provisions and requirements relating to the method and means of construction set forth herein (i.e. requirement to obtain and provide a payment and performance bond);

(C) The use of the Demised Property is consistent with the uses permitted under this Lease; and

(D) Tenant shall obtain all approvals, Permits and authorizations required under Applicable Laws.

(E) Notwithstanding the foregoing, none of the following shall require Landlord's review or approval:

(i) any modifications, construction, replacements, or repair in the nature of "tenant work," or "tenant improvements," or interior buildout of unfinished space as such terms are customarily used, or any other interior work within any building, provided the Minimum Development is maintained; or

(ii) any normal and periodic maintenance, operation, and repair of the Improvements; or

(iii) any interior reconfigurations or non-material alterations made to the Improvements; or

(iv) any repair or reconstruction to any Improvement damaged by casualty, substantially in the same form as existed prior to such casualty.

## ARTICLE 12

## DISCHARGE OF OBLIGATIONS

12.1 **Tenant's Duty**. During the Term of this Lease, Tenant will discharge or cause to be discharged any and all obligations incurred by Tenant which give rise to any liens on the Demised Property, it being understood and agreed that Tenant shall have the right to withhold any payment (or to transfer any such lien to a bond in accordance with applicable Florida law) so long as it is in good faith disputing liability therefore or the amount thereof, provided (a) such contest of liability or amount operates as a stay of all sale, entry, foreclosure, or other collection proceedings in regard to such obligations, or disputed payments are escrowed while the parties negotiate the dispute, and (b) such action does not subject Landlord to any expense or liability. In the event Tenant withholds any payment as described herein and as a result a lien is imposed upon Tenant's leasehold interest in the Demised Property which is not transferred to bond within forty-five (45) days, it shall give written notice to Landlord of such action and the basis therefor.

## ARTICLE 13

## PROHIBITIONS ON USE OF DEMISED PROPERTY AND ADDITIONAL REQUIREMENTS

13.1 **Prohibited Use of Demised Property by Tenant and Additional Requirements**.

(A) Tenant shall not construct or otherwise develop on the Demised Property anything that is inconsistent with the terms and conditions of this Lease.

(B) The Demised Property shall not knowingly be used for any unlawful or illegal business, use or purpose, or for any business, use or purpose which is extra-hazardous or constitutes a legal nuisance of any kind (public or private); or any purpose which violates the approvals of applicable government authorities; or

(C) No covenant, agreement, lease, sublease, Leasehold Mortgage, or other instrument shall be effected or executed by Tenant, or any of its permitted successors or assigns, whereby the Demised Property or any portion thereof is restricted by Tenant, or any permitted successor in interest, upon the basis of race, color, religion, sexual orientation, sex or national origin in the lease, use or occupancy thereof. Tenant shall comply with all applicable state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sexual orientation, sex, or national origin in the lease or occupancy of the Demised Property.

(D) **Affirmative Action Plan.** Tenant shall report to Landlord information relative to the equality of employment opportunities whenever so requested in writing by Landlord (but not more often than once in any given six (6) month period).

(E) **Assurance of Compliance with Section 504 of the Rehabilitation Act.** Tenant shall report its compliance with Section 504 of the Rehabilitation Act whenever requested in writing by the Landlord (but not more often than once in any given six (6) month period).

(F) **Civil Rights.** Tenant agrees to abide by Chapter 11A, Article IV, Sections 2 and 28 of the Code of Miami-Dade County, as amended, applicable to non-discrimination in employment and abide by Executive Order 11246 which requires equal employment opportunity.

(G) Where applicable, Tenant agrees to abide and be governed by Titles VI and VII, Civil Rights Act of 1964 (42 USC 2000 D&E) and Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which provides in part that there will be no discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this Lease, with regard to persons served, or in regard to employees or applicants for employment.

(H) Tenant also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, which provides, in part, that there shall be no discrimination against persons in any area of employment because of age. Tenant agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap. Tenant agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

(I) Tenant shall not knowingly suffer any act to be done or any condition to exist in or on the Demised Property or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may make void or voidable any insurance then in force with respect thereto.

13.2 **Dangerous Liquids and Materials**. Tenant shall not possess or otherwise maintain flammable or combustible liquids or dangerous or explosive materials on or about the Demised Property in violation of any applicable Laws and Ordinances. Tenant shall not permit its permitted Sublessees, if any, or any other person or entity to carry flammable or combustible liquids or dangerous or explosive materials into or onto the Demised Property during the Term in violation of any Applicable Laws.

13.3 **Tenant's Duty and Landlord's Right of Enforcement Against Tenant and Permitted Successors and Assignees**. Promptly upon learning of the occurrence of actions prohibited by **Sections 13.1** or **13.2**, Tenant shall promptly take steps to terminate same, including the bringing of a suit in Circuit Court, if necessary. In the event Tenant does not take steps to terminate a prohibited action within ten (10) business days of Tenant learning of any actions, Landlord may seek appropriate injunctive relief against the party or parties actually engaged in the prohibited action in the Circuit Court of Miami-Dade County without being required to prove or establish that Landlord has inadequate remedies at law. All Leasehold Mortgages shall be deemed to be subject to this provision (but this provision shall be enforceable only upon the Leasehold Mortgagee thereunder, any designee of such Leasehold Mortgagee or any purchaser at a foreclosure sale acquiring title to the Lease following a foreclosure or deed-in-lieu of foreclosure under a Leasehold Mortgage) and any other permitted conveyances, transfers and assignments under this Lease. Any permitted transferee who accepts such Leasehold Mortgage, or any other permitted conveyance, transfer or assignment hereunder, shall be deemed by such acceptance to adopt, ratify, confirm and consent to the provisions of **Sections 13.1, 13.2** and **13.3** and to Landlord's rights to obtain the injunctive relief specified therein.

13.4 **Designation of Buildings by Name**. Tenant shall have the right and privilege of designating names by which the Project or any portion thereof shall be known, so long as such name is not obscene (as defined by *Florida Law*). Notwithstanding the foregoing, upon the expiration or early termination of this Lease, (i) the parties hereby agree that Landlord is not, and shall not be, bound to any designation or name used in connection with any building, Improvement or the Project, and (ii) Landlord shall be prohibited from utilizing any name of any Improvement or the Project that contains any trademark of Tenant.

## ARTICLE 14

## ENTRY BY LANDLORD

14.1 **Inspection by Landlord of Demised Property**. Landlord and its authorized representatives, upon reasonable written notice (delivered not less than three (3) business days prior to the anticipated inspection) and in the presence of a representative of Tenant (and/or a permitted subtenant, if the subtenant's space is to be inspected), shall have the right to enter the Demised Property at reasonable times during normal business hours for the purpose of inspecting the same to assure itself of compliance with the provisions of this Lease, provided that no such restrictions shall apply in the event of an emergency or perceived emergency or danger involving the Demised Property. Furthermore, as Tenant may be conducting research and development activities on or about the Demised Property that Tenant deems to be confidential, Tenant may limit access to such areas to one representative or a limited number of representatives of Landlord provided that such representative(s) agree to execute a confidentiality agreement for Tenant's benefit in accordance with applicable law.

14.2 **Limitations on Inspection**. Landlord shall be limited to one physical inspection per quarter throughout the Lease Term of this Lease. Landlord, in its exercise of the right of entry granted to it in **Section 14.1** herein, shall not unreasonably disturb the occupancy or business activities of Tenant or any permitted subtenant.

## ARTICLE 15

## LIMITATIONS OF LIABILITY

15.1 **Limitation of Liability of Landlord**. Landlord shall not be liable to Tenant for any incidental, consequential, special or punitive loss or damage whatsoever arising from the rights of Landlord hereunder.

15.2 **Limitation of Liability of Tenant**. Tenant shall not be liable to Landlord for any incidental, consequential, special or punitive loss or damage whatsoever arising from rights of Tenant hereunder.

## ARTICLE 16

## CASUALTY, DAMAGE AND DESTRUCTION

16.1 **Tenant's Duty to Restore**. If, at any time during the Term of this Lease, the Demised Property, the Project, any Improvement which constitutes a material portion of the Project, or any part of the foregoing shall be damaged or destroyed by fire or other casualty covered within the insurance designation of fire and extended coverage as same is customarily written in the State of Florida, Tenant, at its sole cost and expense, if so requested by Landlord, or elected by Tenant, and provided that the insurance proceeds related to such casualty are made available to Tenant for use in connection therewith, shall repair, alter, restore, replace or rebuild the same as nearly as reasonably possible to its value, conditions and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as Tenant may elect to make in conformity with the provisions of this Lease and modern construction techniques and methods. Provided Tenant otherwise complies with the terms of this Lease and if necessary obtains Landlord's approval (in a manner consistent with the requirements of this Lease relative to the initial construction of the Improvements), through the Board, it may construct Improvements which are larger, smaller or different in design, and which represent a use comparable to prior use or as are allowed by **Article 4** of this Lease and by Applicable Laws. However, in the event insurance proceeds related to such casualty are not made available to Tenant for use in connection therewith, or are deemed insufficient by Tenant in its reasonable discretion to enable the continuation of operations on the Demised Property, or in the event that casualty so damages a material portion of the Project such that Tenant cannot reasonably be expected to operate its business within the Demised Property as intended for a period of more than one year, and, in each instance, Tenant elects not to rebuild, (i) Tenant and Landlord shall each have the right to terminate this Lease, (ii) in which event the Demised Property shall be returned to Landlord in its then existing condition (except that Tenant shall use the insurance proceeds to demolish any structures or imp rovements that are unusable or unsafe), and (iii) all rent shall be abated from and after the date Tenant notifies Landlord in writing of the effective date of the termination of this Lease. The balance of any unused insurance proceeds shall be paid to Tenant and any Leasehold Mortgagee as their respective interests may appear.

16.2 **Interrelationship of Lease Sections**. The conditions under which any construction, repair and/or maintenance work is to be performed and the method of proceeding with and performing the same shall be governed by all the provisions of **Article 4** and **Article 11** herein, including but not limited to the requirement of providing a payment and performance bond as required by Section 255.05, Florida Statutes.

16.3 **Loss Payees of Tenant-Maintained Property Insurance**. With respect to all policies of property insurance required to be maintained by Tenant in accordance with **Exhibit F,** attached, (a) Landlord shall be named as a loss payee as its interest may appear (and if a Leasehold Mortgage then exists, the Leasehold Mortgagee shall also be named as the loss payee), and (b) the loss thereunder shall be payable to Tenant, Landlord and any Leasehold Mortgagee under a standard mortgage endorsement. Neither Landlord, nor any Leasehold Mortgagee, shall unreasonably withhold its consent to a release of the proceeds of any fire or other casualty insurance for any loss which shall occur during the Term of this Lease for repair or rebuilding (when the Improvements are to be repaired or rebuilt as provided herein); provided that Leasehold Mortgagee's agreement relative to insured losses and use of proceeds shall be subject to the terms of the Leasehold Mortgage. Any proceeds remaining after completion of rebuilding or repair under this Article, shall be paid to Tenant.

16.4 **Abatement of Rent**. During the period of any repair or maintenance under this **Article 16**, and provided that such repair or maintenance is being promptly and diligently pursued, Annual Rent shall be abated until such time as the repairs/rebuilding has been substantially completed (as evidenced by a temporary Certificate of Occupancy or completion), and shall be abated on a proportionate basis (i.e., Annual Rent shall be abated on the same percentage basis as the percentage of the square footage of the Improvements that are damaged or destroyed vis-à-vis the square footage of all similar Improvements within the Demised Property). Said abatement of Annual Rent shall be limited in all cases to no more than one-hundred and eighty (180) days.

16.5 **Termination of Lease for Certain Destruction Occurring During Last Five Years of Lease Term**. Notwithstanding anything to the contrary contained herein, in the event that (i) the Improvements, buildings, or any part thereof shall be damaged or destroyed by fire or other casualty during the last five (5) years of the Term of this Lease (as same may be extended from time to time by Tenant exercising one or more options), and the estimated cost for repair and restoration exceeds an amount equal to ten percent (10%) of the then-current fair market value of the Improvements (as determined by an appraisal secured by the Landlord, but paid for by the Tenant, excluding value of the Land), or (ii) the Improvements, buildings, or any part thereof shall be damaged or destroyed by fire or other casualty and either (x) the estimated cost for repair and restoration exceeds twenty-five percent (25%) of the then-current fair market value of the Improvements (as determined by an appraisal secured by Landlord, but paid for by the Tenant, excluding value of the Land), or (y) the damage is such that the Improvements cannot be repaired or rebuilt (as reasonably determined by Tenant) within nine (9) months of the occurrence of such damage or destruction, then Tenant and Landlord shall each have the right to terminate this Lease and its obligations hereunder by giving written notice to the other party within six (6) months after such damage or destruction (provided, however, that in the event that Landlord gives a notice of termination pursuant to this provision, and Tenant subsequently exercises an Option to extend the Term of this Lease, Landlord's notice of termination shall be moot and the Lease shall remain in effect). In such event, this Lease shall terminate fifteen (15) days following receipt of such notice, and Tenant shall not be entitled to the return of any Annual Rent, though (i) all rent hereunder accruing from and after the date such notice of termination is delivered shall be abated and (ii) rent following the occurrence of such casualty or other damage shall be abated on the same percentage basis contained in **Section 16.4** above. In such event, the property insurance proceeds for the damaged buildings and Improvements, including business interruption insurance proceeds, shall be first used for returning the Demised Property to the Landlord in the condition the Tenant received it on the Effective Date of this Lease including, but not limited to, the clearing of the land of any construction, after which, any balance shall be paid to Tenant and any Leasehold Mortgagee as their respective interests may appear.

## ARTICLE 17

## MORTGAGES, TRANSFERS, SUBLEASES, TRANSFER OF TENANT'S INTEREST.

17.1 **Right to Transfer Leasehold**. During the Term of this Lease, Tenant, subject to the terms of this Lease, shall be permitted from time to time, to assign or otherwise transfer all or any portion of its rights under this Lease, subject to the following:

(A) No Event of Default exists under **Section 19.1**, at the time of such assignment or transfer; and

(B) Tenant must obtain prior written consent of Landlord for such assignment or transfer, through the Board, both as to the proposed transfer and the proposed transferee, in the County's sole and absolute discretion. Notwithstanding the foregoing, Tenant may assign or otherwise transfer all or any portion of its rights under this Lease to an affiliate controlled by, or under common control with, Tenant, without prior written consent of Landlord, provided that no less than fifteen (15) days prior to the assignment, Tenant provides reasonably satisfactory evidence in writing to the Landlord that such proposed affiliate is controlled by or under common control with Tenant. Landlord shall provide Tenant with any objection to the assignment writing within five business days of receipt of same.

17.2 **Right to Mortgage Leasehold**. Notwithstanding anything in **Section 17.1** to the contrary, Tenant shall be permitted to encumber its interest in this Lease (such encumbrance being defined as a "**Leasehold Mortgage**") in order to finance the construction of the Project and to refinance any Leasehold Mortgage, subject to the following terms and conditions. Any proceeds obtained by Tenant from any Leasehold Mortgage, and any additional proceeds obtained from any refinancing of any Leasehold Mortgage beyond those proceeds necessary to satisfy the balance of any existing Leasehold Mortgage, shall be used for payment or repayment of costs of construction, maintenance, and repairs for the Project and closing costs incurred in the financing or refinancing. Landlord and Tenant (and, as appropriate, the Leasehold Mortgagee) will enter into such customary documentation as may reasonably be required in connection with such leasehold financing to memorialize (i) that the Leasehold Mortgage is subordinate and inferior to the

County's ownership of the Demised Property, (ii) that the Leasehold Mortgagee will attorn to the County in the event of any default by Tenant under the Leasehold Mortgage and the acquisition of Tenant's interest in the Lease by the Leasehold Mortgagee, (iii) that Landlord will provide the leasehold lender with reasonable notice of any default by Tenant hereunder, and reasonable opportunity to cure same (such notice and opportunity not to exceed that provided to Tenant hereunder except for as provided by Section 17.6 of this Lease), (iv) that so long as the leasehold lender does timely cure any breach or default of Tenant hereunder (except for breaches or defaults that are not susceptible to cure by the lender, such as Tenant bankruptcy) and so long as leasehold lender thereafter otherwise complies with Tenant's obligations under this Lease, (including, but not limited to, those contained in **Sections 4.1-4.6**), following leasehold lender's foreclosure of the Leasehold Mortgage (or taking of possession pursuant to it prior to foreclosure or a substitute lease provided by Landlord in the name of the leasehold lender or its designee), Landlord will recognize leasehold lender as Tenant and will not disturb leasehold lender's possession of the Demised Property, and (v) other customary terms reasonably requested by the leasehold lender or Landlord. Tenant may not encumber its interest in the Lease with a Leasehold Mortgage of a duration greater than the remaining Term of the Lease.

17.3 **Notice to Landlord of Mortgage**. No later than ten days after recordation of the Leasehold Mortgage, Tenant shall provide Landlord with a notice of each Leasehold Mortgage specifying the name and address of such Leasehold Mortgagee to which notices shall be sent, together with a copy of each such recorded Leasehold Mortgage ("Specified Leasehold Mortgagee"). In the event that Tenant does not provide same, such Leasehold Mortgagee may provide Landlord with such notice and Leasehold Mortgage within the specified timeframe. **Sections 17.2(iii) and (iv), and Sections 17.4** to **17.15** shall not apply if Landlord is not provided with same by either the Tenant of the Leasehold Mortgagee until Landlord receives such notice.

17.4 **Notice to Leasehold Mortgagee**. Landlord shall, upon giving Tenant notice of default, simultaneously furnish a copy of such notice to all Specified Leasehold Mortgagees. Notwithstanding any default or Event of Default by Tenant, Landlord shall have no right to terminate this Lease unless and until Landlord shall have given each such Leasehold Mortgagee written notice of such default or Event of Default and the Leasehold Mortgagees shall have failed to remedy such default or Event of Default (not otherwise waived under this Article) or to acquire Tenant's leasehold estate under this Lease or to commence foreclosure or other appropriate proceedings as indicated, and within the time specified by, this Article. No notice by Landlord to Tenant shall be deemed to have been given unless and until a copy has been so mailed to all Specified Leasehold Mortgagees. Further, in the event that Tenant utilizes tax-credit financing in connection with the Project and notifies Landlord in writing of the identify and contact information of Tenant's investor limited partner in connection with such financing (the "Investor Limited Partner"), then such Investor Limited Partner shall be provided with the same notice as to be provided to Tenant for any matters requiring notice to be provided to Tenant under this Lease.

17.5 **Right to Perform for Tenant**. Subject to the provisions of **Section 17.3**, any Specified Leasehold Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to pay or perform any obligation of Tenant to prevent the termination of this Lease. All payments so made and all things so done and performed by any Specified Leasehold Mortgagee shall be as effective to prevent a termination of this Lease as if made, done and performed by Tenant provided that such payment or performance is in compliance with the terms, provisions, and requirements of this Lease, and if so, Landlord agrees to accept performance by any Leasehold Mortgagee or its designee as if same were rendered by Tenant.

17.6 **Extension of Right to Cure**. Should any Event of Default occur, any Specified Leasehold Mortgagee shall have an additional period after the expiration of the period for Tenant to cure any default. If such default be a monetary one, any Specified Leasehold Mortgagee shall have an additional 30 days to cure same after the cure period available to Tenant. In the event of a nonmonetary Event of Default any Specified Leasehold Mortgagee shall have an additional 60 days after the expiration of Tenant's cure period to cure any nonmonetary default. However, if the default is such that possession of the Demised Property is necessary to remedy the default, as determined in the reasonable discretion of the County Mayor or County Mayor's designee, the 60 day period shall be extended for an additional reasonable period (not to exceed an additional 365 days) in order to allow the Specified Leasehold Mortgagee to acquire Tenant's leasehold estate. In order to extend the 60 day period, a Specified Leasehold Mortgagee must i) fully cure any default in the payment of any monetary obligations of Tenant under this Lease within such 60 day period and must continue to pay currently such monetary obligations as and when the same are due, ii) comply with all other requirements and provisions of this Lease other than the obligation sought to be cured or for which possession of the Demised Premises is necessary, iii) prior to the expiration of such 60 day period provide notice of same to Landlord requesting the extension and (iv) proceed in good faith in a diligent manner to foreclosure its mortgage and obtain possession of the property in the name of the Specified Leasehold Mortgagee or its designee. Landlord shall provide its written response to the Specified Leasehold Mortgagee within five business days of receipt of such notice. Landlord shall have no right to terminate this Lease prior to the expiration of such period as the result of the occurrence of any such Event of Default should any Specified Leasehold Mortgagee proceed as provided in this Section.

17.7 **Extension of Periods for Performance**. If any Leasehold Mortgagee is prohibited by any judicial process or injunction or by reason of any action by any court having jurisdiction of any bankruptcy, debtor rehabilitation or insolvency proceedings involving Tenant from acquiring Tenant's leasehold estate or commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the time periods specified in Sections 17.6 shall be extended for the period of such prohibition, provided the Specified Leasehold Mortgagee shall (i) cure any default in the payment of any monetary obligations of Tenant under this Lease, (ii) continue to pay currently such monetary obligations as and when the same become due and (iii) diligently attempt to remove such prohibition.

17.8 **Transfer of Lease to Leasehold Mortgagee**. Foreclosure of any Specified Leasehold Mortgagee or any sale thereunder, whether by judicial proceedings or by virtue of any power of sale contained in such Leasehold Mortgage, or any conveyance of the leasehold estate created by this Lease from Tenant to the Leasehold Mortgagee by virtue or in lieu of the foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of Landlord or constitute a breach of any provision of, or a default under, this Lease. Upon such foreclosure, sale or conveyance, Landlord shall recognize the Leasehold Mortgagee, or any other foreclosure sale purchaser or grantee under such transfer in lieu of foreclosure (collectively "**Transferee**"), as Tenant except that all obligations of Tenant shall be binding on the Transferee (except those otherwise excluded in this Article) only from and after the date that Transferee shall take title to the Tenant's leasehold estate unless otherwise provided in this Section.

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

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17.10 **<u>Continued Use</u>.** Cumulative to all other obligations to the County, the Minimum Development on the Demised Property must continue to be used for all the uses provided for in **Article 4** herein without interruption except in the event of a casualty or such other event as specifically set forth herein, and except for vacancies in portions of Office and Retail Complex, or in units in the Residential Complex, that occur in the ordinary course of business. If for any reason the Demised Property ceases to be used for the Permitted Uses or for the Minimum Development as provided for in **Article 4** for more than sixty (60) consecutive days, or more than sixty (60) days in any 12 (twelve) month period other than by reason of casualty or as otherwise specifically set forth herein, then the Demised Property and/or any its Improvements shall, at the option of the County, revert to County ownership immediately upon the County giving written notice to Tenant.

17.11 **<u>Rights to Sublease and Non-Disturbance to Subtenants</u>**. Tenant may not sublease more than forty-nine percent (49%) of the entire land constituting the Demised Property to a single person or entity without the prior written consent of the County, through its Board. Subject to the foregoing sentence, Tenant may enter into one or more subleases of portions of the Demised Property (each a "**Sublease**") without the prior consent of the County, provided: (i) that, notwithstanding any other provisions of this Lease, no Sublease shall relieve Tenant of any obligations under the terms of this Lease, and that Tenant shall be liable for any action by any subtenant (each a "**Subtenant**") which constitutes a breach of the Lease, unless a release of Tenant is granted by the Board; (ii) each Sublease must require that such Subtenant comply with all terms and conditions of this Lease to the extent applicable to the subleased premises; and (iii) each Sublease must be for a Permitted Use and compatible with the standards and requirements set forth in this Lease, including **Section 4.1** herein, and as determined by Landlord, consistent with the intent of this Lease as stated in the Preamble to this Lease. Tenant must give written notice to Landlord specifying the name, address, and proposed and/or permitted use of any Subtenant to which all notices required by this Lease shall be sent, and a copy of the Sublease.

17.12 **<u>Estoppel Certificates from Landlord</u>**. Upon request of Tenant, any Leasehold Mortgagee or any Subtenant, Landlord agrees to give such requesting party an estoppel certificate in accordance with **Section 22.2** herein, and the requesting party shall be entitled to rely on the estoppel certificate; provided that Landlord shall not incur any liability for damages to any Leasehold Mortgagee, Subtenant, or other third party by virtue of providing such certificate, even if later determined to be inaccurate (provided that Landlord has exercised good faith in so providing).

17.13 Reserve

17.14 **<u>No Subordination or Mortgaging of Landlord's Fee Title</u>**. There shall be no subordination of Landlord's fee simple interest in the Demised Property to the lien of any Leasehold Mortgage financing, nor shall Landlord be required to join in such Leasehold Mortgage financing (although nothing herein shall be deemed to limit or abrogate Landlord's obligations with respect to Leasehold Mortgage financing set forth in **Section 17.2** above). No Leasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Demised Property.

17.15 **<u>Right to Sever Lease</u>**. As an aid to Tenant's financing of the Project, Tenant may request a replacement of this Lease with two separate leases, one covering only the Residential Complex and the other covering only the Retail and Office Complex ("Replacement Leases"), and Landlord agrees to grant such Replacement Leases upon satisfaction of all of the following conditions:

(A) No Event of Default exists under this Lease at the time of Tenant's request or at the time of the issuance of the Replacement Leases;

(B) Tenant provides Landlord with legal descriptions of the Retail and Office Complex and the Residential Complex reasonably satisfactory to Landlord;

(C) Tenant provides Landlord with a covenant and easement agreement reasonably satisfactory to Landlord addressing operation of the Retail and Office Complex and the Residential Complex in a single structure with shared expenses and easements; and

(D) The Replacement Leases shall be on the same terms and provisions as contained in this Lease, as applicable thereto; provided, however, that notwithstanding anything in this Lease to the contrary, the Tenant of a Replacement Lease covering only the Residential Complex, and not the Retail and Office Complex, shall not be required to be a not-for-profit corporation or otherwise meet the requirements of Section 125.38, Florida Statutes provided that such Lease meets the requirements of Section 125.379, Florida Statutes.

## ARTICLE 18

## EMINENT DOMAIN

18.1 **Taking of Demised Property**. If at any time during the Term of this Lease the power of eminent domain shall be exercised by any federal, state, or county sovereign or their proper delegates, by condemnation proceeding (a "**Taking**"), to acquire the entire Demised Property (a "**Total Taking**"), such Total Taking shall be deemed to have caused this Lease (and the Option to Renew, whether or not exercised) to terminate and expire on the date of such Total Taking. Tenant's right to recover a portion of the award for a Total Taking, as hereinafter provided, is limited to the fair market value of the Improvements during the term of the Lease, plus the value of Tenant's interest in the unexpired Term of the leasehold estate created pursuant to this Lease (including any unexercised renewal Options), and in no event shall Tenant be entitled to compensation for any fee interest in the Demised Property. Notwithstanding anything herein contained to the contrary, Landlord shall be entitled to receive from the condemning authority not less than the appraised value of the highest and best use of the Demised Property as if vacant and assuming no improvements existed on the Demised Property, at the time of Taking, plus the reversionary value of the Improvements after the term of this Lease expires (presuming that all unexercised renewal Options had been or would be exercised). All rents and other payments required to be paid by Tenant under this Lease shall be paid up to the date of such Total Taking, which shall be the date on which actual possession of the Demised Property or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. Tenant and Landlord shall, in all other respects, keep, observe and perform all the terms of this Lease up to the date of such Total Taking.

18.2 **Proceeds of Taking**. In the event following any such Total Taking under **Section 18.1**, this Lease is terminated, or in the event following a Taking of less than the whole of the Demised Property (a "**Partial Taking**") this Lease is terminated as provided for in **Section 18.3** herein, the proceeds of any such Taking (whole or partial) shall be distributed as described in **Section 18.1**. If the value of the respective interests of Landlord and Tenant shall be determined according to the foregoing provisions of this **Article 18** in the proceeding pursuant to which the Demised Property shall have been taken, the values so determined shall be conclusive upon Landlord and Tenant. If such values shall not have been separately determined in such proceeding, such values shall be fixed by agreement mutually acceptable to Landlord and Tenant, or if they are unable to agree, by an apportionment hearing within the condemnation proceeding.

18.3 **Partial Taking; Termination of Lease**. If, in the event of a Taking of less than the entire Demised Property, (i) the remaining portion of the Demised Property not so taken cannot be, in Tenant's reasonable determination, adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, or (ii) the award to Tenant for such Partial Taking is insufficient to pay for such restoration, repair or reconstruction, or (iii) the Partial Taking results in making it impossible or unfeasible to reconstruct, restore, repair or rebuild a new building on any portion of the Project, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Partial Taking (or the date of the award, whichever is later), to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Partial Taking, in which case Tenant shall pay and shall satisfy all rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the Term herein demised shall cease and terminate (except that Tenant shall be entitled to a portion of the award in accordance with Section 18.1 and shall use a portion of such award to Tenant for such Partial Taking to demolish any structures or Improvements that are unusable or unsafe).

18.4 **Partial Taking; Continuation of Lease**. If, following a Partial Taking, this Lease is not terminated as herein above provided then, (i) this Lease shall terminate as to the portion of the Demised Property taken in such condemnation proceedings; (ii) as to that portion of the Demised Property not taken, Tenant may proceed at its own cost and expense (though subject to its receipt of the award arising from the Partial Taking and/or insurance) either to make an adequate restoration, repair or reconstruction or to rebuild a new building or reconfigure the Project upon the portion of the Demised Property not affected by the Taking, and (iii) Tenant's share of the award shall be determined in accordance with **Section 18.1** herein. Without limiting the foregoing, Tenant will be entitled to (X) an amount sufficient for Tenant to pay all costs to repair and restore (in a manner determined by Tenant) any damage to (and/or to otherwise reconfigure) the Demised Property (including the Improvements), (Y) an amount reflecting damage to the remainder of the Demised Property (i.e., the portion of the Demised Property not taken), and (Z) business damages. Such award to Tenant may be used by Tenant for its reconstruction, repair or rebuilding. Any excess award after (or not used for) such reconstruction, repair or rebuilding, may be retained by Tenant. If the part of the award so paid to Tenant is insufficient to pay for such restoration, repair or reconstruction, but Tenant does not terminate the Lease pursuant to **Section 18.3**, Tenant shall be responsible for the remaining cost of whatever restoration, repair and reconstruction Tenant elects to undertake, and complete the same in accordance with the applicable provisions of **Article 4** hereof (as if same were applicable to such restoration, repair or reconstruction) free from mechanics' or materialmen's liens and shall at all times save Landlord free and harmless from any and all such liens (all in accordance with the applicable provisions of **Article 4**). If Tenant elects not to terminate this Lease, then the Annual Rent and/or other amounts otherwise payable hereunder by Tenant shall be partially abated on an equitable basis, as determined by the Landlord.

18.5 **Temporary Taking**. If the whole or any part of the Demised Property or of Tenant's interest under this Lease be taken or condemned by any competent authority for its or their temporary use or occupancy exceeding one month following the Completion of Construction, Tenant may elect to terminate the remaining Term, failing which this Lease shall not terminate by reason thereof, and Tenant shall continue (i) to pay, in the manner and at the times herein specified, the Annual Rent, and all other charges payable by Tenant hereunder [though partially abated to the extent any portion of the Demised Property is unavailable for use by Tenant (such abatement to be determined on an equitable basis)], and (ii) except only to the extent that Tenant either may be prevented from so doing pursuant to the terms of the order of the condemning authority or is unable to do so given the nature of the temporary Taking, to perform and observe all of the other terms, covenants, conditions and all obligations hereof upon the part of Tenant to be performed and observed, as though such Taking had not occurred. Tenant covenants that, upon a temporary Taking, to the extent Tenant has not elected to terminate the Lease as provided in this **Section 18.5**, and prior to the expiration of the term of this Lease, it may, at its sole cost and expense, restore the Demised Property, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such Taking.

18.6 **Additional Takings**. In case of a second or any additional Partial Taking(s) from time to time, the provisions hereinabove contained shall apply to each such Partial Taking. In the event any federal, state, or county sovereign or their proper delegates with the power of eminent domain appropriates or condemns all or a portion of the Demised Property and Landlord is a beneficiary of such Taking, the award shall be divided in accordance with the provisions of this **Article 18**.

18.7 **Inverse Condemnation or Other Damages**. In the event of damage to the value of the Demised Property by reason of change of grade, access rights, street alignments or any other governmental or quasi-governmental act (not involving Landlord solely in its capacity as such) which constitutes an inverse condemnation of any portion of the Demised Property creating a right to full compensation therefore, then Landlord and Tenant shall each be entitled to claim and receive from the net payment or award made on account thereof, the compensation for their respective estates and interests as set forth in **Section 18.1**.

## ARTICLE 19

## TENANT DEFAULT

19.1 **Events of Default of Tenant**. Unless otherwise specified in this Lease, the following provisions shall apply if any one or more of the following "**Events of Default**" of or by Tenant shall happen:

(A) from the failure to make due and punctual payment of any Annual Rent, or other monies payable to Landlord under this Lease when and as the same shall become due and payable and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant;

(B) from the Tenant's failure to keep, observe and/or perform any of the terms contained in this Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default; provided that should any such default continue in excess of one year, even after a cure of the default is diligently pursued by the Tenant, or is an uncurable Event of Default, such shall constitute an "**Event of Default**." Should Landlord fail to notify the Leasehold Mortgagee, it shall not prevent Landlord from taking any action against Tenant;

(C) from the institution of proceedings in voluntary bankruptcy by the Tenant, institution of involuntary bankruptcy against the Tenant if such proceedings continue for a period of one hundred and twenty (120) days, or assignment by Tenant for the benefit of creditors;

(D) from failure of Tenant to maintain its not-for-profit status; or

(E) from notice of Tenant's failure to keep, observe and/or perform any of the terms contained in this Lease resulting in a threat to health or safety of the public or patrons and such default shall continue on the Demised Property for a period of ten (10) days after written notice thereof from Landlord to Tenant.

19.2 **Failure to Cure Default by Tenant**.

(A) If an Event of Default of Tenant shall occur, Landlord shall give written notice to Tenant stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, unless the Tenant cures the Event of Default.

(B) If (X) an Event of Default of Tenant shall occur, and (Y) Landlord elects not to immediately terminate this Lease, then Landlord, shall have all rights and remedies at law, including but not limited to (and/or in addition to) the following, which are cumulative:

(i) sue Tenant and to recover all Landlord's actual damages, costs and expenses (provided, however, that in no event will such damages include punitive, consequential, or exemplary damages);

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

(iii) to terminate any and all obligations that Landlord may have under this Lease, in which event Landlord and Tenant shall be released and relieved from any and all liability under this Lease accruing from and after the date of termination, except for those matters which expressly survive termination of this Lease.

19.3 **Surrender of Demised Property**. Upon any expiration or termination of the Term in accordance with the terms and conditions of this Lease, including but not limited to S**ection 19.2** herein, Tenant shall quit and peacefully surrender the Demised Property to Landlord, with all Improvements thereon and at no cost or expense to the Landlord. Should Tenant fail to properly and/or timely surrender the Demised Property to Landlord, then Tenant shall be liable to Landlord for the fair market value of the Annual Rent for the Demised Property (including the buildings and Improvements), along with any other monetary obligations owing to Landlord hereunder by Tenant, and Impositions (those expenses directly related to the Demised Property including but not limited to utility charges maintenance expenses, security expenses, insurance expenses and any special charges levied by a governmental entity), but only for that period of time Tenant fails to quit and peacefully surrender the Demised Property to Landlord. Fair market value shall be determined by an appraisal of the Demised Property and all Improvements thereon, which is secured by the Landlord within six (6) months of the failure by Tenant to properly or timely quit and vacate the Demised Property.

19.4 **Rights of Landlord after Termination**. Subject to **Article 17**, after termination of this Lease by Landlord due to an uncured Event of Default by Tenant, Tenant shall be liable to Landlord for (i) Annual Rent along with any other monetary obligations owing to Landlord hereunder by Tenant and Impositions that accrued prior to the termination of this Lease and which was not paid by Tenant. Landlord shall in no way be responsible or liable for any failure to relet the Demised Property or any part thereof, or for any failure to collect any rent due for any such reletting.

19.5 **No Waiver by Landlord**. No failure by Landlord to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to Tenant any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions.

19.6 **Events of Default of Landlord**. The provisions of **Section 19.7** shall apply if any of the following "**Events of Default**" of Landlord shall happen: if default shall be made by Landlord in failing to keep, observe or perform any of the duties imposed upon Landlord pursuant to the terms of this Lease and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord setting forth with reasonable specificity the nature of the alleged breach. In the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, Landlord fails within said thirty (30) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Event of Default; provided that the maximum period the Landlord may have to cure a default under this sentence shall not exceed ninety (90) days following the date of Tenant's notice of Event of Default delivered to Landlord.

19.7 **Failure to Cure Default by Landlord**. If an Event of Default of Landlord shall occur, Tenant, at any time after the period set forth in **Section 19.6** shall have the following rights and remedies which are cumulative:

(A) In addition to any and all other remedies, in law or in equity, that Tenant may have against Landlord, Tenant shall be entitled to sue Landlord for all damages (as limited by **Section 15.1** above), costs and expenses arising from Landlord's committing an Event of Default hereunder and to recover all such damages, costs and expenses.

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

(C) To terminate any and all obligations that Tenant may have under this Lease, in which event Tenant shall be released and relieved from any and all liability under this Lease, except for those obligations accrued and owed prior to such termination, and shall surrender possession of the Demised Property to Landlord and shall receive from the County the greater of the remaining unamortized value of the improvements constructed by Tenant or fair market value of said improvements as determined by MAI appraisal.

19.8 **No Waiver by Tenant**. Failure by Tenant to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Landlord, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Tenant. No waiver of any default of Landlord hereunder shall be implied from any omission by Tenant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

## ARTICLE 20

## NOTICES

20.1 **Addresses**. All notices, demands or requests or other communications which may be given pursuant to this Lease Agreement shall be deemed to have been properly served or given, if addressed by personal service or by certified mail addressed to Tenant and County at the addresses indicated herein or as the same may be changed from time to time. Such notice shall be given on the day on which personally served or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. As a courtesy, all communications shall also be sent by electronic mail if the party shall have provided a current electronic mail address, but said electronic mail transmittal shall not constitute Notice hereunder. All postage or other charges incurred for transmitting of Notices shall be paid by the party sending same. If Tenant, at any time during the Term hereof, changes its office address as herein stated, Tenant will promptly give notice of the same in writing to Landlord. If Landlord at any time during the Term hereof changes its office address as herein stated, Landlord will promptly give notice of the same in writing to the Tenant.

To Tenant:
BAC Funding Corp.
ATTN: Ron Frazier, President
6600 NW 27th Avenue
Miami, FL 33147

To County/Landlord:
Public Housing and Community Development Department,
Attention: Director
701 NW First Court
16th Floor,
Miami, FL 33136

With a copy to:
Attention: County Attorney
Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2800,
Miami, FL 33128

With a copy to
Internal Services Department
Attention: Director
111 NW 1st Street, Suite 2460
Miami, FL 33128

The Leasehold Mortgagee shall be deemed to have been properly served or given notice if addressed to such Leasehold Mortgagee at the address furnished pursuant to the provisions of **Sections 17.2** and **17.3** above.

## ARTICLE 21

## QUIET ENJOYMENT

21.1 **Grant of Quiet Enjoyment**. Tenant, upon paying all Annual Rent, and other monies herein provided for and performing in accordance with the terms, agreements, and provisions of this Lease, shall peaceably and quietly have, hold and enjoy the Demised Property during the Term of this Lease without interruption, disturbance, hindrance or molestation by Landlord or by anyone claiming by, through or under Landlord.

## ARTICLE 22

## CERTIFICATES BY LANDLORD AND TENANT

22.1 **Tenant Certificates**. Tenant agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Landlord and no more often than once each calendar quarter, to execute, acknowledge and deliver to Landlord a statement in writing setting forth the Annual Rent payments, and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modification), and the dates to which the Annual Rent payments, and other monies have been paid, and stating (to the best of Tenant's knowledge) whether or not Landlord is in default in keeping, observing or performing any of the terms of this Lease; and, if in default, specifying each such default (limited to those defaults of which Tenant has knowledge).

22.2 **Landlord Certificates**. Landlord agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Tenant or by a Leasehold Mortgagee, but no more often than once each calendar quarter, to furnish a statement in writing, setting forth the rents, payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to the Annual Rents, payments and other monies have been paid; stating whether or not, to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge; and such other matters as Tenant may reasonably request.

## ARTICLE 23

## CONSTRUCTION OF TERMS AND MISCELLANEOUS

23.1 **Severability**. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, 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.

23.2 **Captions**. The article headings and captions of this Lease and the Table of Contents, if any, preceding this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

23.3 **Relationship of Parties**. This Lease does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant or lessor and lessee.

23.4 **Recording**. A Memorandum of this Lease, or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document.

23.5 **Construction**. 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 Lease 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 Lease which has been drafted by both Landlord and Tenant.

23.6 **Consents**. Whenever in this Lease the consent or approval of Landlord is required, such consent or approval may be made by the County Mayor or his/her designee on behalf of Landlord only to the extent: (i) this Lease does not specify otherwise; (ii) Board approval or consent is not required pursuant to the terms of this Lease or any Applicable Laws; and (iii) such does not amend this Lease or increase the Landlord's actual or potential obligations and/or liabilities. No such request such shall require a fee from the party requesting same. Any consent or approval by Landlord to such a request (X) shall not be effective unless it is in writing; and (Y) shall apply only to the specific act or transaction so approved or consented to and shall not relieve Tenant of the obligation of obtaining the Landlord's prior written consent or approval to any future similar act or transaction.

23.7 **Entire Agreement**. This Lease contains the entire agreement between the parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

23.8 **Successors and Assigns**. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its permitted successors and assigns (including but not limited to Leasehold Mortgagees, as appropriate and applicable), except as may be otherwise provided herein.

23.9 **Gender Neutral/Gender Inclusive Signage**. Tenant hereby agrees that it shall comply with Miami-Dade County's Resolution No. R-1054-16, to identify all single occupancy restrooms located in the Demised Property, and to replace any gender signage with gender neutral/gender inclusive signage on or near the opening of such single occupancy restrooms as depicted in **Exhibit E** attached hereto and incorporated by reference.

23.10 **Holidays**. It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Lease of a period of days for performance shall mean calendar days.

23.11 **Exhibit and Schedules**. Each Exhibit and Schedule referred to in this Lease and/or attached hereto is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as if they were part of the Lease.

23.12 **Brokers**. 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 Lease.

23.13 **Protest Payments**. If at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under the provisions of this Lease, Tenant shall nevertheless continue to make payments to Landlord. Tenant shall have the right to make payment "under protest", provided Tenant so contemporaneously advises Landlord it is doing so, and articulates with specificity the nature of the dispute, and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of Tenant to seek the recovery of such sum, and if it should be adjudged that there was no legal obligation on Tenant to pay such sum or any part thereof, Tenant shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease, together with statutory interest on the amount returned to Tenant for the period commencing on the date such payment is received by Landlord until the date such sum is returned to Tenant (such amount of interest being referred to as "**Interest**"); and if at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions of this Lease, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "**under protest**" and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right upon the part of Tenant and/or Landlord to seek the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of Tenant and/or Landlord to perform the same or any part thereof, Tenant and/or Landlord shall be entitled to recover the cost of such work or the cost of so much thereof as Tenant or Landlord was not legally required to perform under the provisions of this Lease, together with Interest, as calculated earlier in this **Section 23.13**.

23.14 **Inspector General Reviews/Audit & Compliance**

(A) **Independent Private Sector Inspector General Reviews**. Pursuant to Miami-Dade County Administrative Order 3-20, Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "**IPSIG**"), whenever the County deems it appropriate to do so. Upon written notice from Landlord, Tenant shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Lease for inspection and reproduction. Landlord shall be responsible for the payment of these IPSIG services, and under no circumstance shall Tenant's prices and any changes thereto approved by Landlord, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to Tenant, its successors and assigns, and any subtenants. Nothing contained in this provision shall impair any independent right of Landlord to conduct an audit or investigate the operations, activities and performance of Tenant in connection with, and as and when provided under, this Lease. The terms of this paragraph shall not impose any liability on Landlord by Tenant or any third party.

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

***Exception***: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under One Thousand Dollars ($1,000); (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 32; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

(C) Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to Tenant. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to a contract. The Inspector General is empowered to retain, at no expense or cost to Tenant, the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of Tenant, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

(D) Upon written notice to Tenant from the Inspector General or IPSIG retained by the Inspector General, Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Tenant. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Tenant, copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records, provided that neither the Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Tenant.

(E) **Availability of Records/Landlord Audit & Review**. Until the expiration of 10 years after the expiration or termination of this Lease, Tenant shall have the obligation to retain and to make available to Landlord, and its representatives, all books, documents and records of Tenant pertaining to this Lease and to Tenants compliance with the terms and conditions of the Lease and all Applicable Laws, including but not limited to those documents and records contemplated by the Inspector General and IPSIG provisions described above. Upon Landlord's (or its representative's) request, Tenant will promptly and without charge make available all such books, documents and records of Tenant, and additionally, upon request, Tenant shall make available all documents set forth in **Section 2.43** above to confirm eligibility of the Small Business as a Program Recipient. Tenant shall include a provision in all subleases requiring all subtenants to make such documents available for inspection by Landlord.

(F) **Commission Auditor.** The Commission Auditor shall have the right to inspect and audit the books, records, financial statements and operations of Tenant all in accordance with Section 2-481 of the County Code and Tenant agrees to comply with same.

23.15 **Governing Law/Venue**. This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with 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 Lease, 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.

23.16 **Costs and Attorney's Fees**. Each of the parties hereto shall bear its own costs and attorneys' fees in connection with the execution of this Lease. The terms of this provision shall survive the termination of this Lease.

23.17 **Radon**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a time period. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Miami-Dade County public health unit.

23.18 **Non-Recourse**. All claims or causes of action (whether in contract or in tort, in law or in equity) that may be based upon, arise out of or relate to this Lease, or the negotiation, execution or performance of this Lease (including any representation or warranty made in or in connection with this Lease or as an inducement to enter into this Lease), may be made only against the entities that are expressly identified as parties hereto. No person who is not a named party to this Lease, including any direct or indirect owner, director, officer, manager, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney or representative of any party to this Lease (collectively, the "**Non-Party Affiliates**"), shall have any liability (whether in contract, in law or in equity, or based upon any theory that seeks to impose contractual liability of an entity party against its owners or affiliates) for any obligations or liabilities imposed by this Lease or for any claim based on, in respect of, or by reason of this Lease; and each party waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates. Non-Party Affiliates are expressly intended as third party beneficiaries of this provision of this Lease. The provisions of this **Section 23.18** shall survive the termination of this Lease.

23.19 **No Third Party Beneficiaries.** No other person shall be deemed to be a third party beneficiary of this Lease or any other documents associated with this Lease, and any provision of this Lease, may be waived or amended in whole or in part by Landlord or Tenant at any time if, in their sole discretion, they deem it desirable to do so, in accordance with the provisions of this Lease.

## ARTICLE 24

## REPRESENTATIONS AND WARRANTIES

24.1 **Landlord's Representations**.

(A) Tenant acknowledges that in accordance with Florida Statutes Section 125.411(3) Landlord does not warrant the title or represent any state of facts concerning the title to the Demised Property.

(B) Landlord represents that the parties signing this Lease on behalf of Landlord have the authority to bind Landlord and to enter into this transaction.

24.2 **Tenant's Representations and Warranties**. Tenant hereby represents and warrants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms and provisions and that the parties signing this Lease on behalf of Tenant have the authority to bind Tenant and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

## ARTICLE 25

## EQUAL OPPORTUNITY

25.1 **Equal Opportunity**. Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, pregnancy, familial status, sexual orientation, gender identity or gender expression, age, ancestry, marital status, disability, status as a victim of domestic violence, dating violence, or stalking, ancestry, or national origin. Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, pregnancy, familial status, sexual orientation, gender identity or gender expression, age, ancestry, marital status, disability, status as a victim of domestic violence, dating violence or stalking, ancestry, or national origin Such actions shall include, but not be limited to, the following: employment; upgrading;

transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the County setting forth the provisions of this Equal Opportunity clause.

Tenant will comply with all of the following statutes, rules, regulations and orders applicable to the Demised Property:

(A) all applicable provisions of the Civil Rights Act of 1964;

(B) Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375;

(C) Executive Order 11625 of October 13, 1971;

(D) the Age Discrimination Employment Act effective June 12, 1968;

(E) the rules, regulations and orders of the Secretary of Labor;

(F) Florida Statutes Section 112.042;

(G) Federal, state and local fair housing laws and regulations;

(H ) the applicable Federal regulations binding Tenant or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act pursuant to the requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex; in 49 CFR Parts 27.7, 27.9(b) and 49 CFR Part 37 regarding nondiscrimination based on disability and complying with the Americans With Disabilities Act with regard to any improvements constructed;

(I) Miami-Dade County Code, Section 2-11.16, regarding payment of Responsible Wages for all construction work done on the Demised Property. [See **Exhibit "C"** attached.] The Tenant acknowledges and agrees that it is required to pay to all workers Responsible Wages, in accordance with Section 2-11.16 of the Code, or Davis Bacon Wages (Florida), whichever wage rate schedule is applicable, as determined by the Small Business Development Division of the Internal Services Department of the County ("**SBD**") pursuant to Section 25.2 of this Lease. Tenant shall complete the Fair Wage Affidavit and comply with the requirements of **Exhibit C**"Building Construction Responsible Wages and Benefits Requirements."

25.2 **Small Business Enterprise and Workforce Initiatives**. Tenant hereby acknowledges and agrees that in accordance with the Landlord's rules and regulations that all privately funded construction with a total value over Two hundred Thousand Dollars ($200,000) must comply and shall cause its Contractor, Architect/Design Professionals, and all subcontractors, subconsultants, subtenants and licensees to comply, with the County's applicable Small Business Enterprise ("**SBE**") Program, as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, and 2-8.1.1.1.2 of the Code of Miami-Dade County, Fla., the County's Community Workforce Program pursuant to Section 2-1701 of the County Code and Implementing Order No. 3-37, and the County's applicable Responsible Wages, Residents First Training and Employment, and First Source Hiring programs, as set forth in Sections 2-11.16, 2-11.17 of the Code, and Administrative Order No. 3-63. Prior to advertisement and entering into any design or construction contract for the Project and in the case of a design or construction management contract, prior to the authorization of any design or construction package, the Tenant shall deliver the proposed contract and design and construction package to SBD for a determination and recommendation (in consultation with Tenant) to the County Mayor of the SBE measures applicable to such design and construction and confirmation of the applicable wages pursuant to Section 25.1 of this Lease. The County Mayor shall establish the applicable goals upon receipt of the recommendation of SBD (the "**Applicable Measures**"). Tenant shall include the Applicable Measures in design and construction documents, as applicable, and shall adhere to those Applicable Measures in all design and construction activities. Tenant shall incorporate in all design and development contracts the prompt payment provisions contained in the County Code with respect to SBE entities. Tenant agrees to include in construction contracts a prohibition against imposing any requirements against SBE entities that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact SBE entities. Tenant shall require that its contractor(s) shall, at a minimum, use SBD's hiring clearinghouse, Employ Miami-Dade Register, and Employ Miami-Dade Project – all available through CareerSource to recruit workers to fill needed positions for skilled laborers on the Project, any Project Enhancements. Tenant shall comply with the SBE requirements during all phases of construction of the Project. Tenant shall require it contractor(s) to include applicable Responsible Wage and Workforce Programs requirements in all subcontractor agreements. Should the Tenant fail to comply with any of the applicable SBE requirements, Tenant shall be obligated to make up such deficit in future phases of construction of the Project, and/or pay the applicable monetary penalty pursuant to the Code. Tenant shall pay all of its employees performing work on the Demised Property during development of the Project and during the Term of this Lease no less than the Living Wage, as set forth in Section 2-8.9 of the Code, as if all such work was subject to the provisions of Section 2-8.9 of the Code. Should the Tenant fail to comply with any of the provisions set forth in Section 2-11.16 of the Code, Tenant shall be obligated to, and hereby agrees, to have the County impose the compliance, enforcement, and sanctions provisions set forth therein. Tenant agrees to pay SBD its reasonable costs of monitoring Tenant's compliance with the County's Small Business Programs.

## ARTICLE 26
## ART IN PUBLIC PLACES

The Tenant acknowledges and agrees that it is bound by and shall adhere to Section 2-11.15, of the Code of Miami-Dade County, and its requirement to allocate not less than one and one-half percent (1½%) of the total capital cost (design and construction) of the Project to the Art in Public Places Trust Fund. The Tenant agrees to work collaboratively with the Miami-Dade Art in Public Places Trust to administer the "artist selection process" and implement the Art in Public Places program as defined in the Miami-Dade County Art in Public Places ("**APP**") Procedures, which attached hereto as **Exhibit G** and incorporated herein by reference.

## ARTICLE 27

## PUBLIC RECORDS

27.1 As it relates to this Lease and any subsequent agreements and other documents related to the development, the Tenant, and any of its subsidiaries, pursuant to section 119.0701, Florida statutes, shall:

(i) Keep and maintain public records that ordinarily and necessarily would be required by Landlord in order to perform the service;

(j) Upon request of from Landlord's custodian of public records identified herein, provide the public with access to public records on the same terms and conditions that Landlord would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(k) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease's term and following completion of the work under this Lease if Tenant does not transfer the records to Landlord; and

(l) Meet all requirements for retaining public records and transfer to Landlord, at no cost to Landlord, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of Tenant upon termination of this Lease. Upon termination of this Lease, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Landlord in a format that is compatible with the information technology systems of Landlord.

For purposes of this Article 27, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of Landlord.

In the event Tenant does not comply with the public records disclosure requirements set forth in section 119.0701, Florida Statutes, and this Article 27, Landlord shall avail itself of the remedies set forth in this Lease.

**IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, PLEASE CONTACT LANDLORD'S CUSTODIAN OF PUBLIC RECORDS AT:**

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attention: Lizette Capote
Email: LCAPOTE@miamidade.gov

27.2 This Article survives the termination or expiration of this Lease.

[The remainder of this page is intentionally left blank]

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 herein above written.

**LANDLORD**:

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida
BY ITS BOARD OF COUNTY
COMMISSIONERS

By:________________________________
Name: ______________________________
Title: ______________________________

**ATTEST:**

HARVEY RUVIN, CLERK

By:________________________________

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

____________________________________
Assistant County Attorney

Signed in the presence of:

**TENANT:**

BAC FUNDING CORPORATION,
a Florida Not For Profit Corporation

Witness: ______________________

Print Name: Jesse Houston II

Witness: ______________________

Print Name: Kuatuara Drayton

By: ______________________

Name: Ronald E. Frazier

Title: Chairman/CEO

Corporate Seal

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 26th day of May, 2021, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Ronald Frazier, [✓] in person or [ ] via online notarization, who is personally known to me, or proven, by producing the following identification: Personally known to be the Chairman of BAC Funding an existing Corporation under the laws of the State of Florida, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at 11:00 AM, in the County and State aforesaid, on this, the 26th day of May, 2021.

______________________ (SEAL)
Notary Public

Kuatuara Drayton
Print Name

NOTARY SEAL / STAMP

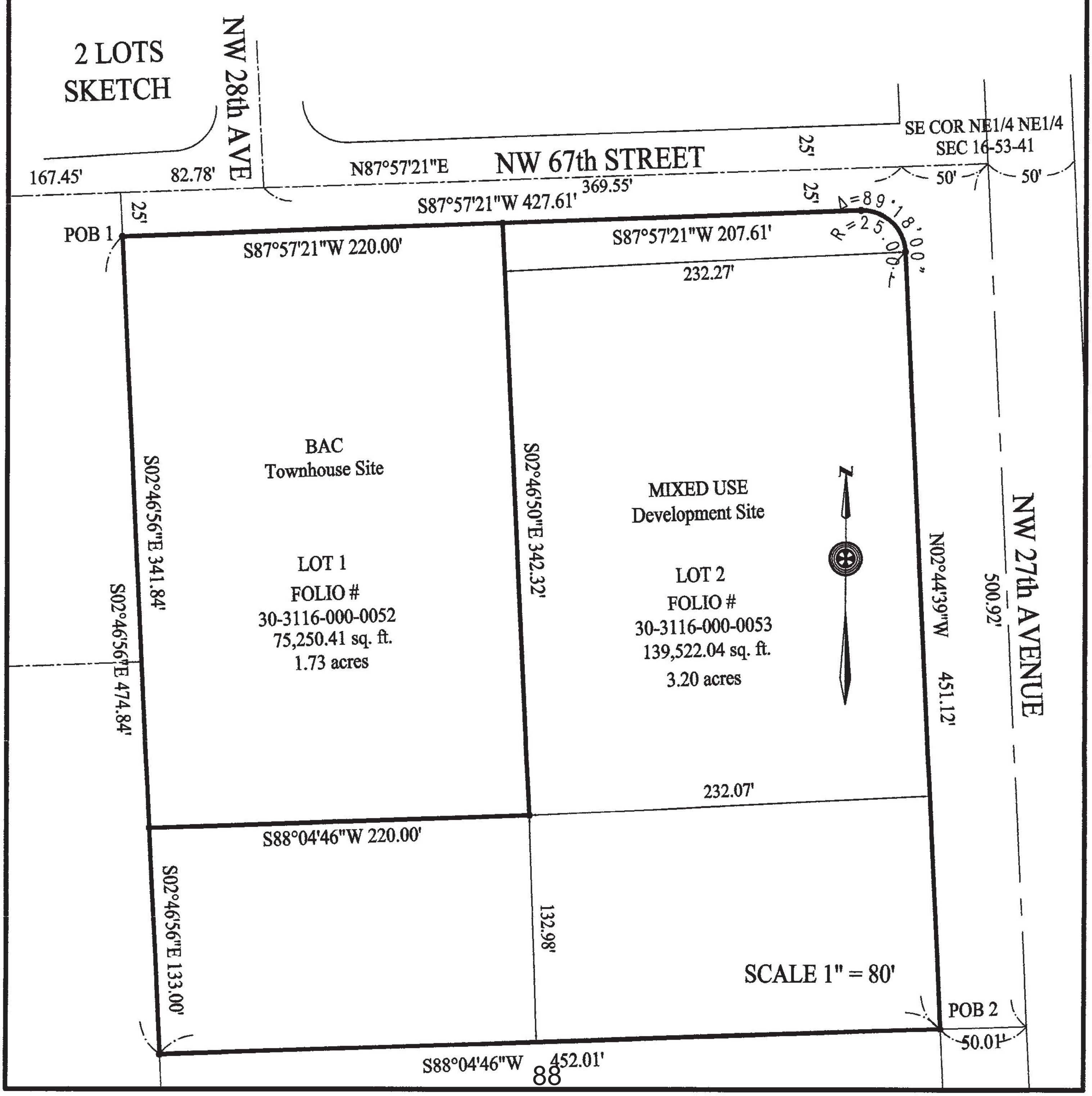
Notary Public, State of Florida

My Commission expires: ______________________

KUATUARA Y. DRAYTON
MY COMMISSION EXPIRES APRIL 23, 2025
#HH 092460
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

MIAMI 8374988.1 85073/91619

# EXHIBIT A


2 LOTS SKETCH
NW 28th AVE
NW 67th STREET
NW 27th AVENUE
SE COR NE1/4 NE1/4 SEC 16-53-41
N87°57'21"E
167.45'
82.78'
369.55'
25'
25'
25'
50'
50'
POB 1
S87°57'21"W 427.61'
S87°57'21"W 220.00'
S87°57'21"W 207.61'
Δ=89°18'00"
R=25.00'
232.27'
BAC
Townhouse Site
LOT 1
FOLIO #
30-3116-000-0052
75,250.41 sq. ft.
1.73 acres
MIXED USE
Development Site
LOT 2
FOLIO #
30-3116-000-0053
139,522.04 sq. ft.
3.20 acres
S02°46'56"E 341.84'
S02°46'56"E 474.84'
S02°46'50"E 342.32'
N02°44'39"W
451.12'
500.92'
232.07'
S88°04'46"W 220.00'
S02°46'56"E 133.00'
132.98'
SCALE 1" = 80'
POB 2
50.01'
S88°04'46"W 452.01'

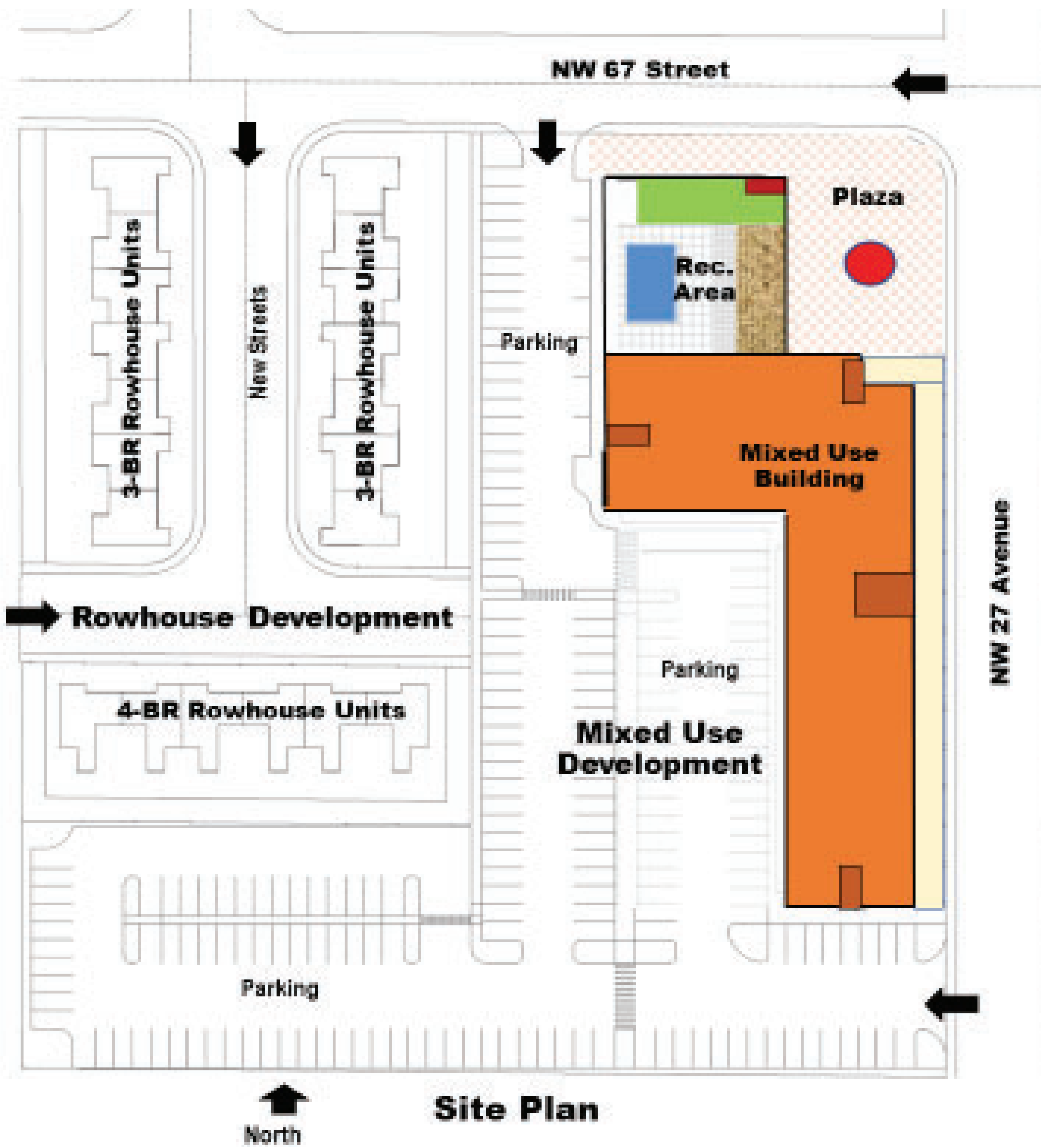
# EXHIBIT “A”

## LEGAL DESCRIPTION
(FEE SIMPLE)

Lot 2
Folio # 30-3116-000-0053

That portion of the E 3/4 of the NE 1/4 of the SE 1/4 of the NE 1/4 less the S 175 feet and less the E 50 feet for right-of-way of Section 16, Township 53 South, Range 41 East, in Miami-Dade County, Florida, being more particularly described as follows: **COMMENCE** at the NE corner of the E 3/4 of the NE 1/4 of the SE1/4 of the NE1/4 of said Section 16, said point being also the Point of Intersection of the centerline of NW 27th Avenue and the centerline of NW 67th Street; thence run S02°44’39”E, along the centerline of NW 27th Avenue, for a distance of 500.92 feet to a point; thence S88°04’ 46”W for a distance of 50.01 feet to the **POINT OF BEGINNING**; thence continue S88°04’46”W for a distance of 452.01 feet; thence N02°46’56”W for a distance of 133.00 feet; thence N88°04’ 46”E for a distance of 220.00 feet; thence N02°46’50”W for a distance of 342.3 feet; thence N87°57’21”E for a distance of 207.61 feet to a point of curvature of a circular curve to the right, having a radius of 25.00 feet and a central angle of 89°18’00”; thence southeasterly along an arc distance of 38.96 feet to the westerly right-of-way line of NW 27th Avenue; thence S02°44’39”E for a distance of 451.12 feet to the **POINT OF BEGINNING**.

Containing 139,522 square-feet or 3.203 acres,


NW 67 Street
3-BR Rowhouse Units
New Streets
3-BR Rowhouse Units
Parking
Rec. Area
Plaza
Mixed Use Building
NW 27 Avenue
Rowhouse Development
4-BR Rowhouse Units
Parking
Mixed Use Development
Parking
Site Plan
North


1ST Floor - Commercial Plan


2ND Floor – Office Plan


Typical Resid. Floor Plan

## Typical Building Plans

Sec. 2-11.16. - County construction contracts.

(a) In addition to the other elements of the term "responsible bidder" in law or in the discretion of the Board of Commissioners of Miami-Dade County, as applies to competitively bid County contracts in excess of one hundred thousand dollars ($100,000.00) for the construction, alteration, and/or repair, including painting or decorating, of public buildings or public works, shall mean a bidder who provides documented proof in its bid that the various classes of laborers and mechanics will be paid no less than the specified overall hourly rates as set forth in the contract specifications. All leases and contracts entered into after the effective date of this ordinance which provide for privately funded construction, alteration or repair of buildings or improvements located on County-owned land shall require laborers and mechanics performing such work be paid no less than the overall hourly rates required on competitively bid County construction contracts under this Section unless specifically exempted below. Fees for monitoring compliance with this Section shall be charged as provided in the most current County-wide Budget as follows: for County construction contracts, the Small Business Development shall charge the using department therefor; for leases and contracts which provide for privately funded construction, alteration or repair of buildings or improvements on County owned land, the party contracting with the County shall be charged therefor.

(b) The specifications for each competitively bid County contract in excess of one hundred thousand dollars ($100,000.00) for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works shall specify an initial overall per hour rate to be paid to each craft or type of employee necessary to perform the contract work as listed in local area nondiscriminatory negotiated contracts (hereinafter referred to for purposes of this subsection (b) as "negotiated contracts") between organizations which represent employees and contractors. In ascertaining the initial overall per hour rate to be paid, the minimum standard shall be the combined overall dollar value on an hourly basis of the wages (paid as set forth below) and of the hospitalization, medical, pension and life insurance benefits (paid as set forth below) for such craft or type of employee under negotiated contracts in effect as of January 1st of the calendar year in which said proposal bid is expected to be advertised, or, in the case of a lease or contract providing for privately funded construction on County-owned land subject to this Section, under the negotiated contracts in effect as of January 1st of the calendar year in which said proposed lease or contract is expected to be executed. Thereafter, the specifications shall provide that the overall per hour rate to be paid for work performed under the contract during each subsequent calendar year shall be the overall per hour rate in effect as of January 1st, of the year in which the work is performed. If a particular craft or type of employee is not listed in such negotiated contracts, in ascertaining the initial overall per hour rate to be paid those employees, the minimum standard shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 CFR 5.24) (paid as set forth below) and of the fringe benefits payments (paid as set forth below) for hospitalization, medical pension and life insurance benefits for such craft or type of employee under the Secretary of Labor's wage determination (made pursuant to the provisions of the Davis-Bacon Act) in effect for Miami-Dade County, Florida, as of the end of the calendar year in which the proposed bid is expected to be advertised. The foregoing and the provisions of Section 2-11.16(e) notwithstanding, where not otherwise precluded by state or federal law, the overall per hour rate shall be the higher rate under this Section 2-11.16 or the rate of wages to be paid under the requirements of the Davis-Bacon Act; provided, further, that the overall per hour rate shall not be the higher rate if the federal government requires the County as a condition of receiving federal funds for a project to pay no more than the wages as determined by the U.S. Department of Labor under the Davis-Bacon Act on project contracts. The specifications for such contracts shall:

(i) Include a sum certain in dollars and cents as an initial overall per hour rate for each craft or type of employee to be paid for work performed during the period commencing on the date of issuance of the notice to proceed and continuing through the calendar year (or, in the case of a lease or contract providing for privately funded construction on County-owned land subject to this Section, ending the last day of the calendar year in which the lease or contract was executed). The specifications shall further provide that the overall per hour rate to be paid for work performed during the year period commencing the next January 1st after the date of issuance of the notice to proceed (or, in the case of a lease or contract providing for privately funded construction on County-owned land subject to this Section after the date of execution of such lease or contract) shall be such rate (as determined in accordance with subsection (b) above) for that calendar year and shall be updated thereafter on each subsequent January 1st to the rate (as determined in accordance with subsection (b) above) for the ensuing calendar year until completion of the contract work; and

(ii) Mandate the contractor to whom the contract is awarded, and any of its subcontractors performing any of the contract work, pay not less than the specified overall per hour rate adjusted over the term of the contract as provided in subsubsection (i); and

(iii) Provide that the contractor, and any of its subcontractors, may fulfill the obligation to pay such specified overall per hour rate by payment to the employee of the hourly wage rate listed in the negotiated contracts (or, if applicable, under subsubsection (i) above, the "basic hourly rate of pay" as defined in 29 CFR 5.24 contained in the Secretary of Labor's wage determination) for such craft or type of employee plus either: (i) payment on the employee's behalf of the cost (on an hourly basis) of the hospitalization, medical, pension and life insurance benefits specified for such craft or type of employee; or, (ii) payment to the employee (in addition to the listed hourly wage rate, or "basic hourly rate of pay if applicable) of an amount equal to the hospitalization, medical, pension and life insurance benefits (on an hourly basis) contractors are required to provide under the negotiated contracts (or, if applicable, under subsubsection (i) above, an amount equal to the fringe benefit payments on an hourly basis for hospitalization, medical, pension and life insurance benefits contained in the Secretary of Labor's wage determination) for such craft or type of employee. Payments to employees shall be counted towards fulfillment of the above obligation only to the extent that such payments are made by check or money order; and

(iv) Provide that the contractor, and each subcontractor under him or her, shall post in a conspicuous place on the site where such contract work is performed: (1) the schedule of the specified overall per hour rate for each applicable classification specified by such negotiated contracts; (2) the amount of liquidated damages for any failure to pay such rates; and (3) the name and address of the responsible official in Miami-Dade County to whom complaints should be given; and

(v) Provide that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to employees employed by the contractor (or any subcontractor under him or her) in the performance of the contract work the difference between the overall per hour rate required by the contract to be paid employees on the work and the amounts received by such employees and not refunded to the contractor, and any of its subcontractors or their agents; and

(vi) Require the contractor and each subcontractor under him or her to submit via the County's web-based system accurate written records signed under oath as true and correct showing the names, Social Security numbers, and craft classifications of all employees performing work on said contract, the hours and fractions of hours for every type of work performed by each employee, the combined dollar value of all wages, any contributions to benefit plans and payments made to each employee of the overall per hour rate required by this Section and further require the contractor to submit to the County a list of all subcontractors and the names and Social Security numbers of all employees thereof who performed work each day on the contract and further require each subcontractor to also submit to the County a list of the names and Social Security numbers of its employees who performed work each day on the contract. The contractor and each subcontractor shall, by the 10th of each month, submit to the County (or if requested, within the requested time frame) certified payroll showing the employer's payroll records for work performed in the previous month via the County's web-based system. Upon request by the County, the covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three-year period; and

(vii) Provide that no contractor (or subcontractor under him or her) may terminate an employee performing work on the contract because of the employee's filing a complaint regarding payment of required overall per hour rates.

(c) Miami-Dade County shall periodically examine the records required to be kept under subsection (vi) of subsection (b) of this section.

(d) The County Mayor shall establish an administrative procedure for monitoring compliance with and enforcement of the requirements of this Section. Such procedure shall provide that:

(i) SBD may conduct investigations of compliance with the requirements of this Section and issue written notices to a contractor (or subcontractor under the contractor) when it determines based on such investigation that the contractor (or subcontractor) has not complied herewith;

(ii) The contractor or subcontractor shall respond in writing to the notice of noncompliance;

(iii) Based on the response, SBD may determine to rescind the notice of noncompliance or to conduct a Compliance Meeting with the affected contractor or subcontractor at which any additional evidence may be presented;

(iv) SBD shall make a written compliance determination following any Compliance Meeting. A determination that the contractor or subcontractor has not complied with the requirements of this Section shall state the basis therefore and shall advise the contractor or subcontractor of its right to file a written request along with a nonrefundable filing fee to be established by implementing order, within thirty (30) days of issuance of the notice, with the County Mayor within 30 calendar days to schedule an administrative hearing before a hearing officer to appeal the determination as provided below; and

(v) A contractor or subcontractor who fails to respond to a notice of noncompliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by SBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance and, in the case of underpayment of the required overall per hour rate, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the contractor or subcontractor shall be fined the applicable penalty for such underpayment as provided in this subsection (d). A contractor or subcontractor who does not make the required payment of the underpaid wages or who does not pay any fine imposed hereunder shall not be deemed responsible to perform subsequent County construction contracts and shall be ineligible to be awarded such contracts for so long as the identified underpayment or any penalties imposed therefor remain outstanding, not to exceed three years.

(vi) Upon timely receipt of a request for an administrative hearing before a hearing officer to appeal a determination of noncompliance, the County Mayor or designee shall appoint a hearing officer pursuant to Section 8CC-2 of the Code of Miami-Dade County, Florida, and fix a time for an administrative hearing thereon. Such hearing officers may be paid a fee for their services, but shall not be deemed County officers or employees within the purview of Sections 2-10.2, or 3-11.1 or otherwise.

Upon completion of the administrative hearing, the hearing officer shall transmit his/her findings of facts, conclusions and recommendations together with a transcript of all evidence taken before him/her or a recording of the hearing proceedings, and all exhibits received by him/her, to the County Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the County Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.

(vii) Administrative Penalties. The County Mayor or designee may impose, notwithstanding any other provision of this section, one or more of the following penalties for violation of or noncompliance with this section or its implementing or administrative orders, or proposals and competitive selection documents. If the County Mayor or designee's determination is that the contractor (or subcontractor) failed to comply, and that such failure was pervasive, the County Mayor or designee may order that the contract work be suspended or terminated, and that the noncomplying contractor (or subcontractor) and the principal owners thereof be prohibited from bidding on or otherwise participating in County contracts for a period of up to three (3) years. In addition, in the case of underpayment of the required overall per hour rate, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the affected employees and the contractor or subcontractor shall be fined the penalties provided below. If the Mayor or designee's determination is that the contractor (or subcontractor) failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of underpayment of the required overall per hour rate, order an amount equal to the amount of such underpayment be withheld from the contractor and remitted to the employee, and may also fine the contractor or subcontractor for such noncompliance as follows: for the first underpayment, a penalty in an amount equal to 20% of the amount thereof; for the second underpayment, a penalty in an amount equal to 40% thereof; for the third and successive underpayments, a penalty in an amount equal to 60% thereof. A fourth underpayment within a three year period shall subject the contractor to debarment to be initiated by SBD in accordance with the debarment procedures of the County. A fourth underpayment violation, shall also constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering the County's responsible wages and benefits requirements. If the required payment is not made within 30 days of the (i) date by which a request for administrative appeal of a notice of violation was due and either not filed or not filed timely, or (ii) administrative hearing or final resolution of any appeal therefrom, the noncomplying contractor (or subcontractor) and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County contracts for a period not to exceed three (3) years.

(e) This section shall not apply to County contracts for construction or alteration which are federally funded or which are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)).

(f) This section shall not apply to any contract for which authority to advertise for bids has been obtained prior to the effective date of this section [Ordinance No. 90-90].

(g) This ordinance shall not apply to blanket contracts designed to consolidate an indeterminate number of individual smaller construction, repair or alteration activities which may be needed over a fixed period of time, provided the overall contract ceiling does not exceed five hundred thousand dollars ($500,000.00) and further provided that no individual work order issued under such contract shall exceed twenty-five thousand dollars ($25,000.00) per craft.

(h) As used in the construction of this section, references to the masculine shall include the feminine and neuter and references to the singular shall include the plural, and vice-versa.

(i) Exemption for certain privately funded construction. This Section shall not apply to leases and contracts entered into after the effective date of this ordinance which provide for privately funded construction, alteration or repair of buildings or improvements located on County-owned land whose estimated cost is equal to or less than five million dollars ($5,000,000.00) which are financed:

(1) Solely through private sources, without one dollar ($1.00) or more of financing provided through any federal, state, county or local governmental entity or bond sources including Industrial Development Authority (IDA) bonds or similar type of bond funding; or

(2) by entities which meet all of three (3) of the following conditions: exemption from Federal Income Taxes under section 501(c)(3), not-for-profit and community-based.

(j) The foregoing notwithstanding, any lease or contract entered into after the effective date of this ordinance which provides for privately funded construction, alteration or repair of buildings or improvements located on County-owned land whose estimated cost is equal to or less than five million dollars ($5,000,000.00), receives IDA bond financing and also receives State and/or local development incentives (including but not limited to: waiver of or reduced impact or permit fees and reduced property or other taxes) based on job creation shall not require payment of the overall hourly rates provided by this Section. Such lease or contract shall provide that in the event the job creation requirements on which the foregoing development incentives were conditioned are not fulfilled, the lessee shall be required to pay a penalty of up to twenty (20) percent of the cost of such construction, alteration or repair. Said penalty shall be in addition to any rental or other payments required in each lease or contract to which this subsection applies. Said penalty shall be paid to Miami-Dade County for deposit in the Department of Business Development Compliance Trust Fund and used to cover the costs of monitoring compliance with this Section.

(k) Any employee of a contractor or subcontractor who performed work on a contract subject to this section, may instead of adhering to the County administrative procedure set forth in this section but not in addition to such procedure, bring an action by filing suit against the contractor or subcontractor in any court of competent jurisdiction to enforce the provisions of this Chapter and may be awarded back pay, benefits, attorney's fees, costs. The applicable statute of limitations of such a claim will be two (2) years as provided in Section 95.11(4)(c), Florida Statutes, in an action for payment of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to five hundred dollars ($500.00) for each week each employer is found to have violated this Chapter.

(Ord. No. 77-17, §§ 1—4, 3-15-77; Ord. No. 90-90, § 1, 9-11-90; Ord. No. 90-123, § 1, 11-8-90; Ord. No. 90-143, § 1, 12-18-90; Ord. No. 95-183, § 1, 10-17-95; Ord. No. 99-158, § 1, 11-16-99; Ord. No. 02-129, § 1, 7-23-02; Ord. No. 05-199, § 1, 11-3-05; Ord. No. 12-43, § 1, 7-3-12; Ord. No. 16-88, § 1, 9-7-16; Ord. No. 18-33, § 5, 4-10-18; Ord. No. 20-103, § 6, 10-6-20)

**Annotation—**CAO 79-13.

**Cross reference—** Bidding on public projects, § 10-33 et seq.

**EXHIBIT D**

This Instrument Was Prepared By:
Terrence A. Smith, Esq.
Assistant County Attorney
Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Record and Return to:
Miami-Dade County
Public Housing and Community Development
701 NW 1st Court, Suite 1400
Miami, Florida 33136
Attention: Director

**MIAMI-DADE COUNTY**
**RENTAL REGULATORY AGREEMENT**

**WHEREAS**, pursuant to Resolution No. _______________, adopted by the Miami-Dade County Board of County Commissioners (hereinafter the "Board"), on ____________________, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), the Board approved a ground lease agreement between the County and **BAC FUNDING CORPORATION**, a Florida not-for-profit corporation (hereinafter "BAC"), dated ____________, 20____ (hereinafter the "Lease") on the property more fully described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Lease requires, in part, that BAC shall cause the construction of a minimum of one hundred fifty-two (152) affordable housing residential units in a multi-family mid-rise rental building, which such rental units shall be rented to individuals and families whose incomes do not exceed 120% of area median income; and

**WHEREAS**, in order to meet the Community Development Block Grant (hereinafter "CDBG") program's national objective, the lease requires BAC to construct a community plaza, which will serve as a public area that will be open and available to the community for its use and benefit, at no charge, to area residents and area community groups that predominantly serve low- and moderate-income individuals,

**WHEREAS**, in connection with the Lease, the BAC agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement,

**NOW, THEREFORE**, for and in consideration of Ten dollars ($10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged as of ___________, 20____, the BAC, whose address is 6600 N.W. 27 Avenue, Miami, Florida 33147,its successors and assigns, and Miami-Dade County, a political subdivision of the State of Florida (the "County") having a principal address of 111 N.W. 1st Street, Miami, Florida 33128, through its Public Housing and Community Development Department (PHCD), or successor department, hereby agree as follows:

**PROPERTY ADDRESS:** ________________________________

**LEGAL DESCRIPTION OF PROPERTY:** The leasehold interest in the real property legally described and attached hereto in Exhibit A and located in Miami-Dade County (hereinafter referred to as the "Property").

**Dwelling Units:** One hundred fifty-two (152) units (the "Units").

**Rents:** Rent shall mean rent plus utilities or the utility allowance, as described in this Agreement. Maximum Rents and maximum monthly allowances for utilities and services shall be established by PHCD. Allowances for utilities and services shall be updated annually by PHCD.

**Utility Allowance:** The County shall establish maximum monthly allowances for utilities and services (excluding telephone) and update the allowances annually.

The County may accept the following four (4) additional utility allowance methodologies upon written request from BAC:

1. HUD Utility Schedule Model
2. Multifamily Housing Utility Analysis
3. LIHTC Agency Estimate
4. Energy Consumption Model (Engineer Model)

Utilities generally include those required for water/sewer, electric, gas and trash.

**Affordable**: Rents, as defined herein.

**WITNESSETH:**

I. BAC agrees with respect to the Property for an "Affordability Period" which shall be the period beginning on the date of recordation of the Certificate of Occupancy, and ending on the last day of the ________ (_____) year after the year in which the Project, as defined below, is completed, that:

a) That all of the Units must have rents which are equal to or less than 30% of annual incomes for households at or below one hundred twenty percent (120%) of area median income ("AMI") adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates to be paid by the tenant for this property are indicated in Exhibit "B" attached hereto.

b) This Agreement shall be a recorded restrictive covenant on the leasehold interest in the Property, and all buildings and other improvements constructed or to be constructed thereon (collectively, the "Project"). The subject matter of this Agreement and the covenants set forth herein touch and concern the Property. It is the intent of the parties that this Agreement and the covenants set forth herein run with the Property. This Agreement shall be binding on the Property, the Project, and all portions thereof, and upon any purchaser, grantee, transferee, owner or lessee or any portion thereof, and on the heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee and on any other person or entity having any right, title or interest in the Property, the Project, or any portion thereof, for the length of time that this Agreement shall be in force. BAC hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on the BAC and its successors in interest, if any, for the period stated in the preamble above, without regard to termination of the Lease or satisfaction of any loans from the County or any lender.

c) The Units shall include the following amenities: [INSERT AMENITIES]

d) BAC agrees that upon any violation of the provisions of this Agreement, the County, through its agent PHCD, may give written notice thereof to the BAC, by registered mail, at the address stated in this agreement, or such other address or addresses as may subsequently be designated by the BAC in writing to PHCD, and in the event BAC does not cure such default (or take measures reasonably satisfactory to PHCD to cure such default), within thirty (30) days after the date of notice, or within such further time as PHCD may determine is necessary for correction, PHCD may, without further notice, declare a default under the Lease, and effective upon the date of such default, PHCD may apply to any court, County, State or Federal, for any specific performance of this Agreement; for an injunction against the violation of this Agreement; or for such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this Agreement would be irreparable, and the amount of damage would be difficult to ascertain.

Notwithstanding the foregoing, the County hereby agrees that any cure of any default made or tendered by the BAC's Investor Member as such term is defined in the Lease, shall be deemed to be a cure by BAC and shall be accepted or rejected on the same basis as if made or tendered by BAC. Copies of all notices which are sent to BAC under the terms of this Agreement shall also be sent to Investor Member at its address set forth in the Lease.

e) BAC further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.

f) BAC agrees that the Units shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter "HUD").

g) BAC agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one (1) year, (b) be renewed at the end of each term except for good cause or mutual agreement of BAC and residential tenant.

h) BAC agrees to comply with all applicable laws and regulations, including but not to those certain regulations more fully described in Exhibit C, attached hereto and made a part hereof, or the most current versions of such rules, regulations, requirements and/or forms as adopted by the applicable governmental agency.

i) BAC shall comply with the federal Violence Against Women Act, codified at 42 U.S.C. 13701-14040) ("VAWA") and the Final Rule adopted November 16, 2016, printed in Federal Register Vol. 81, No. 221, 80724-80824 (the "VAWA Final Rule"), which protect applicants, tenants, and program participants in federally funded programs (including HOME and Emergency Solutions Grant (ESG)) from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them regardless of sex, gender identity, or sexual orientation. BAC shall comply with the requirements set forth specifically in Attachments D and D1, and shall submit the report attached in Attachment D2 to PHCD as described in Attachment D.

PHCD and BAC agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if PHCD (and HUD if applicable), in their sole and absolute discretion, find any adjustments necessary to support the continued financial viability of the project and only by an amount that PHCD (and HUD if applicable) determine is necessary to maintain continued financial viability of the project.

BAC will provide documentation to justify a rental increase request not attributable to increases in median income. Within thirty (30) days of receipt of such documentation, PHCD will approve or deny, as the case may be, in its sole and absolute discretion, all or a portion of the rental increase in excess of the amount that is directly proportional to the most recent increase in Median Annual Income. In no event, however, will any increase directly proportional to an increase in Median Annual Income be denied.

Pursuant to HUD regulations and to the extent the Project contains Section 8 units, the Project shall be eligible for rental adjustments in connection with Operating Cost Adjustment Factors ("OCAF"), such approval shall not be unreasonably withheld by PHCD.

III. Except as otherwise noted, all parties expressly acknowledge that PHCD shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs IV, V, VI and VII, hereof for the purpose of monitoring and implementing all the actions required under this Agreement. In addition, thirty (30) days prior to the effective date of any rental increase, the BAC shall furnish PHCD with notification provided to tenants advising them of the increase.

IV. Occupancy Reports.

The BAC shall, on an annual basis, furnish PHCD with an occupancy report, which provides the following information:

A. At the end date of each reporting period, a list of all occupied apartments to include but not limited to the following:

1. Composition of each resident family,
2. Families moving into, already living in, or who have recently lived in Public Housing; or the Section 8 Rental Certificate, Rental Voucher, or Moderate Rehabilitation Programs,
3. Income requirements,
4. Eligibility factors,
5. Demographic information to include racial and ethnic makeup of their tenants, and
6. Steps taken to make the Property accessible to the disable, including but not limited to the steps taken by the BAC to comply with all applicable laws and regulations such as the federal, state and local fair housing laws, the Americans with Disabilities Act and the Uniform Federal Accessibility Standards requirements.

B. A list of all vacant apartments, as of the end date of the reporting period.

C. The total number of vacancies that occurred during the reporting period.

D. The total number of Units that were re-rented during the reporting period, stating family size and income.

E. The BAC shall upon written request of PHCD allow representatives of PHCD to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

V. Inspections

Pursuant to 42 U.S.C. § 12755, the BAC shall maintain the Property in compliance with all applicable federal and local housing quality standards, receipt of which is acknowledged by the BAC, including those contained in Sec. 17-1, et seq., Code of Miami-Dade County, pertaining to minimum housing standards (collectively, "Housing Standards").

A) PHCD shall annually inspect the Property, including all Dwelling Units and common areas, to determine if the Property is being maintained in compliance with federal Housing Quality Standards and any applicable state, municipal or Miami-Dade County Minimum Housing Codes or Housing Standards. BAC will be furnished a copy of the results of the inspection within thirty (30) days and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Miami-Dade County Minimum Housing Codes or Housing Standards.

B) At other times, at the request of the BAC or of any tenant, PHCD may inspect any unit for violations to the property standards of any applicable federal, state, municipal or Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and the BAC will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.

C) The dwelling units shall contain at least one bedroom of appropriate size for each two persons.

VI. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, the BAC will submit the following documents to PHCD:

A) Proposed form of resident application.

B) Proposed form of occupancy agreement.

C) Applicant screening and tenant selection policies.

D) Maintenance and management plan which shall include the following information:

1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling units, painting of building exteriors, etc.
3. A list of equipment to be provided in each dwelling unit.
4. A proposed schedule for replacement of dwelling equipment.
5. A list of tenant services, if any, to be provided to residents.

E) At any time (monthly, quarterly, annually), the BAC agrees that the County has the right to:
1. Evaluate and test the Waiting List Policies.
2. Pull records to review and assess any and all abnormalities relative to the demographic mix.
3. Ensure fair and equal access to the units were offered by the BAC and its agents.

The BAC agrees that the County has the right to refer eligible applicants for housing. The BAC shall not deny housing opportunities to eligible, qualified families, including those with Section 8 Housing Choice Vouchers, unless the BAC is able to demonstrate a good cause basis for denying the housing as determined by PHCD in its sole and absolute discretion

Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, the BAC, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. The BAC, its agents and/or representatives shall also provide the County with the contact information for the BAC, its, agents and/or representatives.

VII. Affirmative Marketing Plan

A) BAC shall forward to PHCD within fifteen (15) days of execution of this Agreement an Affirmative Marketing Program for PHCD's approval which incorporates the requirements of 24 C.F.R. § 92.351 to attract and identify prospective renters or homebuyers (as applicable), regardless of sex, of all minority and majority groups, to the Project, particularly groups that are not likely to be aware of the Project. The Affirmative Marketing Program should include efforts designed to make such persons/groups aware of the available housing, including, but not limited to the following activities:

1) Annually submit proof of advertising in a newspaper of general circulation, and newspapers representing significant minorities and non-English speaking persons in an effort to afford all ethnic groups the opportunity to obtain affordable housing; and
2) The BAC shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.

B) The Affirmative Marketing Program shall be submitted to PHCD for approval at least every five (5) years and when there are significant changes in the demographics of the project or the local housing market area.

VIII. Financial Reports

A) Annually, the BAC shall transmit to the County a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the "Operating Statement"). PHCD will review the Operating statement to insure conformance with all provisions contained in this Agreement.

B) The BAC will create a reserve for maintenance to be funded $______.00 per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to BAC and will be deemed satisfied by any deposits made by BAC in accordance with loan documents which contain a maintenance reserve requirement of at least $300 per unit per year.

IX. Action by or Notice to the County

Unless specifically provided otherwise herein, any action to be taken by, approvals made by, or notices to or received by the County required by this Agreement shall be taken, made by, given or delivered to:

Public Housing and Community Development
701 N. W. 1 Court
14th Floor
Miami, Florida 33136
Attn: Director, Housing Development and Loan Administration Division

Copy to:

Miami-Dade County Attorney's Office
111 N.W. 1 Street

Suite 2810
Miami, Florida 33128
Attn: ______________________
Assistant County Attorney

or any of their successor agencies or departments.

X. Recourse:

In the event of a default by the BAC under this Agreement, Lender shall have all remedies available to it at law and equity.

XI. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and the United States Department of Housing and Urban Development ("HUD") and their successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County or HUD will make advances in the absence of strict compliance with any or all conditions of County or HUD and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or the loan documents associated with this Agreement, any provisions of which may be freely waived in whole or in part by the County or HUD at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County or HUD make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the BAC of the Property or the absence therefrom of defects.

XII. Conflict with Other County Rental Regulatory Agreements:

Where the terms, conditions and obligations set forth in this Rental Regulatory Agreement conflict with another Rental Regulatory Agreement on the Property executed between BAC and the County, the terms, conditions and obligations set forth in this Agreement shall prevail.

**SIGNATURES APPEAR ON FOLLOWING PAGES**

**IN WITNESS WHEREOF**, County and BAC have caused this Agreement to be executed on the date first above written.

**OWNER:**

**BAC FUNDING CORPORATION**, a Florida not-for-profit corporation

By: ____________________
Name: RONALD E. FRAZIER
Title: CHAIRMAN/CEO

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

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 26 day of MAY, 2020 by Ronald Frazier as Chairman of BAC Funding Corporation, a Florida not-for-profit corporation, on behalf of the corporation. ✓ is personally known to me or has produced identification.

NOTARY SEAL:

____________________
NOTARY PUBLIC
Print Name: Kuatuara Drayton
Commission No.____________________
My Commission Expires:____________________

KUATUARA Y. DRAYTON
MY COMMISSION EXPIRES APRIL 23, 2025
#HH 092460
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

**MIAMI-DADE COUNTY, FLORIDA**

By:________________________________
County Mayor or County Mayor's Designee

**ATTEST:**

**HARVEY RUVIN, CLERK**

**By: __________________________**
DEPUTY CLERK

**EXHIBIT A TO RENTAL**
**REGULATORY AGREEMENT**
**LEGAL DESCRIPTION**

LOT 2
Folio # 30-3116-000-0053
Commence at the SE corner of NE1/4 of NE1/4 of Section 16 Township 53 S Range 41 E, said point also known as the Point of Intersection of centerline of NW 27th Avenue and the centerline of NW 67th Street; thence run S02° 44' 39"E along the centerline of NW 27th Avenue a distance of 500.92 feet to a point; thence S88° 04' 46"W for distance of 50.01 feet to the POINT OF BEGINNING; thence S88° 04' 46"W, a distance of 452.01 feet; thence N 02° 46' 56"W, a distance of 133.00 feet; thence N 88° 04' 46" E, a distance of 220.00 feet; thence N 02° 46' 50" W for a distance of 342.32 feet; thence N 87° 57' 21" E for a distance of 207.61 to a point of curve to the right having a radius of 25.00 feet and a central angle of 89°18'00"; thence southeasterly along the arc a distance of 38.96 feet; thence S 02° 44' 39" E, a distance of 451.12 feet to the POINT OF BEGINNING.
Containing 139,522.04 square feet or 3.20 acres.

END OF DESCRIPTION.

# EXHIBIT B TO
# RENTAL REGULATORY AGREEMENT

**Maximum Initial Approved Rental Rates***

| Number of Units | Type | Set Aside AMI % | Gross Rent | Utility | Net Rent |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

At the discretion of the County, up to eighty percent (80%) of the rental units may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based, based upon adopted County policies uniformly applied. BAC shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by the BAC and submitted to the County.

In the event an apartment is occupied by a participant of the Section 8 Voucher Program and the applicable Section 8 office permits rents higher than the levels outlined above, the rents may be as allowed by the Section 8 office, provided that the resident's portion of the rent does not exceed the above Net Rent Limits.

NOTE: the above Net Rents exclude resident options such as cable TV, washers/dryers and/or security alarm systems. If provided, these options would be at an extra charge to the residents.

NOTE:

LOAN DOCUMENT INFORMATION TO BE PROVIDED FOLLOWING RECORDING OF MORTGAGE

Mortgage Document No:___________

Date Recorded:______________________________

Book Number:____________________

Page Number:______________________________

County: MIAMI-DADE
State: FLORIDA

**EXHIBIT C TO**
**RENTAL REGULATORY**
**AGREEMENT**

24 C.F.R. §92.253 Tenant Protections and Selection

(a) *Lease.* There must be a written lease between the tenant and the owner of rental housing assisted with CDBG funds that is for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period is specified.

(b) *Prohibited lease terms.* The lease may not contain any of the following provisions:

(1) *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

(2) *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

(3) *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

(4) *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

(5) *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(6) *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;

(7) *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

(8) *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and

(9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

(c) *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with CDBG funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

(d) *Tenant selection.* An owner of rental housing assisted with CDBG funds must comply with the affirmative marketing requirements established by the participating jurisdiction pursuant to §92.351(a). The owner must adopt and follow written tenant selection policies and criteria that:

(1) Limit the housing to very low- income and low-income families;

(2) Are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing; not to interfere with the rights and quiet enjoyment of other tenants);

(3) Limit eligibility or give a preference to a particular segment of the population if permitted in its written agreement with the participating jurisdiction (and only if the limitation or preference is described in the participating jurisdiction's consolidated plan).

(i) Any limitation or preference must not violate nondiscrimination requirements in §92.350. A limitation or preference does not violate nondiscrimination requirements if the housing also receives funding from a Federal program that limits eligibility to a particular segment of the population (e.g., the Housing Opportunity for Persons with AIDS program under 24 C.F.R. part 574, the Shelter Plus Care program under 24 C.F.R. part 582, the Supportive Housing program under 24 C.F.R. part 583, supportive housing for the elderly or persons with disabilities under 24 C.F.R. part 891), and the limit or preference is tailored to serve that segment of the population.

(ii) If a project does not receive funding from a Federal program that limits eligibility to a particular segment of the population, the project may have a limitation or preference for persons with disabilities who need services offered at a project only if:

(A) The limitation or preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain housing;

(B) Such families will not be able to obtain or maintain themselves in housing without appropriate supportive services; and

(C) Such services cannot be provided in a nonsegregated setting. The families must not be required to accept the services offered at the project. In advertising the project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from the services provided in the project.

(4) Do not exclude an applicant with a certificate or voucher under the Section 8 Tenant-Based Assistance: Housing Choice Voucher Program (24 C.F.R. part 982) or an applicant participating in a CDBG tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable CDBG tenant-based assistance document.

(5) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

(6) Give prompt written notification to any rejected applicant of the grounds for any rejection.

**GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE**

**EXHIBIT F**

## INDEMNIFICATION AND INSURANCE

Tenant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Tenant or its employees, agents, servants, partners principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Tenant shall furnish coverage as required in A - C below throughout the term of this Agreement to **insert your Department's name and address**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage**.

C. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.

## Design Phase

In addition to the insurance required in A – C above, the Tenant and/or Tenant shall cause their subcontractors to provide a certificate of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

D. Professional Liability or Errors & Omissions insurance covering architectural and/or engineering project design, construction supervision, administration and any related professional qualifications or functions required by the project from the Tenant or the licensed design professional in an amount not less than $2,000,000 per claim.

## Construction Phase

In addition to the insurance required in A – D above, the Tenant and/or Tenant shall cause their subcontractors to provide a certificate of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

E. Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the completed value of the project. Coverage shall remain in place until final completion of construction has been reached as determined by Miami Dade County Public Housing and Community Development department. The policy shall be in the name of Miami Dade County and the Contractor.

F. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, not to exclude Explosion Collapse and Underground Hazards, Products and Completed Operations and Railroad Protective Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

    a. *If Railroad Protective Liability endorsement CG 24 17 cannot be endorsed onto the General Liability policy a standalone policy, as listed below, will be accepted.*

        i. Railroad Protective Liability $2,000,000 per occurrence $6,000,000 in the aggregate. **Miami-Dade County must be shown as a Named Insured with respect to this coverage.**

G. Umbrella Liability Insurance in an amount not less than $5,000,000 per occurrence.

    a. If Excess Liability is provided must be on a follow form basis.

H. Pollution Liability insurance, in an amount not less than $1,000,000 per claim covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest

## Operation Phase

In addition to the insurance coverages required in A-C above, The Tenant shall maintain coverage as required below throughout the term of this Agreement:

I. Property Insurance on an "All Risk" basis including Windstorm & Hail coverage in an amount not less than one hundred (100%) percent of the replacement cost of the building(s). Miami-Dade County must be shown as a Loss Payee A.T.I.M.A. with respect to this coverage.

J. Flood Insurance coverage shall be provided for properties located within a flood hazard zone, in an amount not less than the full replacement value(s) of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP) whichever is greater. Miami-Dade County must be shown as a Loss Payee A.T.I.M.A. with respect to this coverage.

K. Business Interruption Insurance from the tenant shall be maintain, in an amount sufficient to continue making rental, taxes and insurance payments during the term of the lease agreement.

L. Professional Liability Insurance in an amount not less than $1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.
>
> or
>
> The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

| | |
|---|---|
| **CERTIFICATE HOLDER MUST READ:** | **MIAMI-DADE COUNTY**<br>**111 NW 1st STREET**<br>**SUITE 2340**<br>**MIAMI, FL 33128** |

# ART IN PUBLIC PLACES (APP) PROCEDURES

## SUMMARY

The Art in Public Places (APP) program is a requirement for all capital projects of Miami-Dade County and each municipality in Miami-Dade County that develop new government buildings that shelter people in a wholly or partially enclosed manner and serve a public purpose. New government buildings include newly constructed structures built by and/or for the County or a municipality, prefabricated structures procured for public use, and existing buildings that are converted to a new use. The County Code requires that 1½% of the capital cost of new government buildings be dedicated to public art projects through the APP program. This procedure explains:

- how to work with the Department of Cultural Affairs to implement the APP requirement;
- the processes to follow for repairing, restoring and inventorying public art works;
- procedures for municipalities to comply with the APP requirement;
- procedures for private sector capital development on land owned by local government or on private property with the building owned by local government;
- procedures for accessioning and deaccessioning artworks in the Public Art Collection; and
- "Frequently Asked Questions" that are based on policies established by the Department of Cultural Affairs and a series of opinions issued by the Office of the County Attorney to help clarify the requirements of the APP program.

## PROCEDURE

<u>General Information for Implementing APP Projects</u>

1. Contact the Department of Cultural Affairs to set up a meeting to confirm the eligibility of the capital project for the APP program and for the Department of Cultural Affairs to review a complete capital budget for the project and to confirm that an accurate calculation of the APP contribution has been made.
2. All capital costs are included in the calculation of the 1½% APP allocation, including but not limited to:
   - architectural and engineering fees;
   - specialty consulting fees;
   - capital project management fees (for County and/or contracted services)
   - construction costs (including all systems and features that make a facility functional);
   - site work;
   - allowance accounts (e.g., permitting, surveying, inspections); and
   - contingency allowance(s).

   The only exclusions are land acquisition and subsequent changes to the construction contract through change orders that do not involve a major change in the project's scope.
3. Departments convey funds to APP from the moment the department receives spending authority for the capital project, upon award of design contract and/or construction contract. APP will work with department to determine the best approach and timing for the conveyance of the funds to the Department of Cultural Affairs.

4. APP funds are used by the Department of Cultural Affairs for commissioning works of art, APP program administrative costs, and repair and restoration expenses.
5. Municipal, state, federal, private and other non-County funds for a capital project are subject to the 1½% public art requirement.
6. APP may use funds generated from a construction project for acquisition of art works for other government facilities throughout the County. Every effort is made to use funds generated by a department's project within that department.
7. Projects done through development agreements (i.e., the County contracts with another party to develop a building that the County will own now or in the future) are subject to the APP requirement.
   - All solicitations for and resulting development agreements must include the following language provided by APP regarding the requirement to transfer public art funds to Art in Public Places:

     **Art in Public Places.** This Project is subject to the Art in Public Places ("APP") provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("Department of Cultural Affairs") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("Procedures Manual"). The Developer shall transmit 1.5% of the Project costs for all development on County land (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Developer is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

     https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances
     http://www.miamidade.gov/ao/home.asp?Process=alphalist
     http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf

Tools for Departments to Implement APP

1. A completed APP Capital Project Budget Allocation Worksheet must be submitted by departments to the Department of Cultural Affairs as soon as a capital project budget is developed and prior to design contract and construction award. APP staff will confirm the accuracy of the calculation of the APP requirement for the project (see sample "APP Capital Budget Allocation Worksheet" at http://www.miamidadepublicart.org/#tools; this form also is available from APP staff).
2. The following language must be included by departments under the "General Conditions Section 01042 - Art in Public Places Coordination" of the departments' capital projects contracts with architects, engineers, consultants, outside project management services, construction and development agreements:

   This project is subject to the Miami-Dade County Art in Public Places requirements, pursuant to Section 2-11.15 of the Code of Miami-Dade County, managed by the Miami-Dade County Department of Cultural Affairs as detailed in Procedure 358 in the Miami-Dade County Procedures Manual (see http://www.miamidadepublicart.org/#tools or http://intra.miamidade.gov/managementandbudget/procedures.asp).
3. Examples of prior APP projects, the list of members of the APP Trust and other APP background information can be found at www.miamidadepublicart.org.

The APP Artists Selection Process

1. APP works collaboratively with departments on developing the artists' selection process:
   - To identify opportunities for public art in a project (with departments' project managers, planners and architects);
   - To understand the unique features of the department's capital project (e.g., community impact, timetable requirements, etc.); and
   - To draft the "Call to Artists" (i.e., the APP request for artists' qualifications and/or proposals).
2. An APP Professional Advisory Committee (PAC) is convened to review artists' submissions and to make art commissioning recommendations to the APP Trust. PAC members are arts and design professionals appointed by the APP Trust.
   - Departments attend and participate in the PAC selection process (especially, project managers/architects/engineers and representatives from the specific users of the building).
   - Community representatives can participate at the departments' and APP's discretion.
   - The size and scope of the project help determine the opportunities identified for public art and the number of artists that may be selected to work on a project.
3. The PAC's recommendations of artists are approved and finalized by the Art in Public Places Trust (a 15-member board appointed by the Board of County Commissioners).
4. APP staff manages the work of the selected artists and closely coordinates this work with departments' project managers, architects/engineers/specialty consultants and contractors.

Keys to Successful APP Projects

1. Calculation of APP project funds must be done by using the APP Capital Budget Allocation Worksheet in consultation and concurrence with APP staff and based on actual capital project contract awards including but not limited to A&E, consultants' and contractors' awards.
2. It is essential to contact APP as soon as capital project planning begins so that the timetable for the artists' selection process can be coordinated with the overall project's early design work.
3. Departments' full involvement with APP in identifying opportunities for art works, participating in the selection process and developing the art projects helps ensure that departments' needs can be addressed.
4. Departments must include APP requirements and APP-authorized contractual language in all capital projects agreements and contracts.
5. Representatives from departments must be identified for clear, consistent and regular communication and coordination with APP staff for each stage of the work - planning, A&E selection, design, construction, and commissioning; these representatives must have direct access to decision-making authority for APP issues.
6. Departments must keep APP fully informed of capital project developments and especially of changes in order to avoid additional APP costs (e.g., redesign of art works, artists' delay claims, storage costs for art works, etc.); costs associated with failure to communicate with APP are the responsibility of the department.
7. The APP project manager must be included on the department's project management team, the artist(s) on the A&E team and the artist's fabricator/installer on the contractor's team; this is essential to ensure that departments' capital projects and the development of art works remain interlocked (e.g., planning, design and construction of the building is coordinated closely with the development and installation of the art work).

Repair and Restoration

1. Art in Public Places will dedicate 15% of all new public art allocations to a repair and restoration fund that will be utilized for specialized tasks required to restore and/or repair works of art in its collection (i.e., these funds are allocated from within the 1½% of APP funds generated by the capital project). These funds will be replenished on an ongoing basis with proceeds from new commissions.
2. Regular maintenance requirements of the commissioned artwork and the costs of regular maintenance are discussed and coordinated with the department in advance of the project completion to ensure the long-term care of the work and are the responsibility of the department.
3. Contact APP before undertaking maintenance and/or repair of any art work. Works of art may require specialized treatment for upkeep and qualified professionals for maintenance or repair.
4. When a work of art is designed as an integrated part of a building, it simply may require that the department conduct standard cleaning procedures. For example, an artist-designed terrazzo floor typically requires the same kind of maintenance as a regular terrazzo floor and the department is responsible for doing the day-to-day maintenance. Please call APP if there is any question about the care of a department's integrated art work.
5. Art works fabricated from special materials may require specialized maintenance treatment. For example, a bronze or stone work of art must be cleaned and treated with a specific maintenance product of a certain brand. Please call APP for guidance regarding the maintenance of art works made of special materials.
6. It is the departments' responsibility to train cleaning crews regarding the treatment of public art works to ensure proper care; APP is available to provide guidance for this training.
7. It is the departments' responsibility to inform tenants and lessees of their facilities about the care and requirements of public art works and to include provisions in tenant and lease agreements that make tenants and lessees responsible for the cost of repairing damages to public art works that are the result of negligence by the tenant or lessee.

Repair

1. Never attempt to repair an art work.
2. Contact APP immediately to report any damage to an art work and an APP staff member will be responsible for assessing the damage and determining the repair procedures. Please contact David Martinez-Delgado, Department of Cultural Affairs, for assistance (305-375-1067; david.martinez-delgado@miamidade.gov).

Inventory: Departments' Responsibilities

1. Departments are responsible for conducting an annual inventory of their public art works and for reporting the results to APP.
2. Departments must appoint an APP liaison responsible for the annual inventory and annually inform APP regarding contact information for this individual.
3. Departments cannot move or relocate works of art; APP must be contacted if a department wants to move or relocate a work of art.
5. Site specific and/or integrated works of art (i.e., works of art that are incorporated as an integral part of a building or structure) may not be moved without the review and approval of the Art in Public Places Trust. When possible, the Art in Public Places Trust will seek the advice and/or involvement of the artist in regard to the advisability and feasibility of moving her/his work of art.

Inventory: APP's Responsibilities

1. APP annually will provide departments with a list of the art works and locations of the works in the departments to initiate the annual inventory.
2. APP will provide departments with contact information for its Collections Manager who is responsible for the inventory results.
3. APP will respond to departments' requests to move or relocate art works.

Information for Municipalities to Implement APP Projects

1. Municipal governments are required to implement the APP provision set forth in the County Code.
2. Municipalities have the option of enacting their own art in public places programs and administering their own public art projects or working collaboratively with Miami-Dade Art in Public Places for APP to administer, manage and implement their public art projects.
3. If the municipality chooses to implement its own public art projects, the city is responsible for enacting its own art in public places ordinance which adheres to the minimum standards set forth in Section 2-11.15 of the Code of Miami-Dade County ("Code"). APP is available to provide guidance to municipalities in regard to enacting their own ordinances and establishing their programs. The following highlights requirements and guidance for municipal art in public places programs:
   - 1½% of the total capital cost of new government buildings must be allocated for the commission or purchase of artworks as defined in the Code and these procedures;
   - a competitive, quality-based artist selection process must take place and a selection committee with knowledge and expertise in the visual arts must select the art work;
   - APP funds must be used solely for commissioning works of public art and a professional artist must be contracted with to implement the public art project;
   - a percentage of the APP funds may be set aside for program administrative costs and repair and restoration expenses for the public art project. It is recommended that up to 15% of the total public art allocation be set aside for costs associated with administering the project and up to 15% be set aside for costs associated with the future repair or restoration of the public art project;
   - Miami-Dade County Department of Cultural Affairs and its APP staff are available to work with municipalities to assist them and confirm that they are meeting the APP program's requirements;
   - Municipalities must consult with Section 2-11.15 of the Code in regard to the minimum standards and notice required to enact and administer their own art in public places program;
   - for General Obligation Bond-funded (GOB) projects, APP funds must be spent within the project that generates the APP funds; and
   - if a municipality chooses to implement its own public art projects, but requires the technical assistance of Miami-Dade County APP, a negotiated administrative fee can be determined based upon the complexity and duration of the project.
4. If the municipality does not enact its own art in public places program and/or chooses to work collaboratively with Miami-Dade APP to implement the public art requirements, Miami-Dade APP will oversee and provide services, highlighted as follows:
   - work collaboratively with the municipality and its project team to identify opportunities for public art in the facility;
   - draft and distribute Call to Artists;
   - administer artist selection process;

- coordinate the submission of the recommended artist(s) to the Miami-Dade APP Trust;
- provide contract language for municipality's architect and contractor contracts to ensure APP coordination;
- provide technical assistance to the selected artist(s) and serve as liaison between the artist(s) and commissioning municipality and its project team;
- manage contract negotiations and process payments with artist(s);
- coordinate installation of art work(s) with the municipality's project managers, architects/engineers/specialty consultants and contractor;
- if a municipality chooses to work collaboratively with Miami-Dade APP, not less than 15% of the total public art funds will be allocated to Miami-Dade Department of Cultural Affairs for costs associated with its administration of the public art project - this administrative percentage may change in consultation with the Department of Cultural Affairs based on the complexity and duration of the administrative services required for the public art project;
- should the entirety of the APP management services not be required, a negotiated administrative fee can be determined based upon the level of APP services required and the complexity and duration of the project; and
- if required by the municipality, the selected artist(s)/artwork(s), along with an alternate recommendation, will be presented to and reviewed by the municipality's governing body prior to the final approval of the Miami-Dade APP Trust.

5. Municipalities will own the resulting public art works and will be responsible for the maintenance, repair (as necessary), and inventorying of public art works. Municipalities can consult with Miami-Dade APP for technical assistance with these responsibilities.
6. County facilities located, or intended to be located, within the boundaries of a municipality are governed solely and exclusively by the Miami-Dade County Art in Public Places program.

Information for Private Sector Capital Development on Land Owned or Leased by Local Government or on Private Property with the Building Owned, Leased or Operated by Local Government

1. Capital projects done through agreements with a private entity, including but not limited to leases or development agreements (i.e., the local government contracts with another party to develop a building that the local government will own now or in the future), are subject to the APP requirement if:
   - The project meets the eligibility criteria for the public art requirement (e.g., it is a building that shelters people in a wholly or partially enclosed manner); and
   - The project serves a public purpose whether operated by local government or on its behalf, by a private operator; and/or
   - The project relies on surrounding or adjacent local government buildings to function and is an integral component of the overall infrastructure of a public complex (e.g., a cargo facility at the airport);
   - The project advances a public policy objective (e.g., an office building or residential development that encourages public transit ridership); and/or
   - The project enhances a patron experience at a local government facility (e.g., a restaurant).

   Capital projects that are done through agreements with a private entity, including but not limited to leases or development agreements, may not be eligible for the art in public places requirement if the project meets the following criteria:

- The agreement between the local government and the private entity has a provision that allows the private entity the option to purchase the facility; and/or
- The project has no public purpose and is not part of a complex of surrounding or adjacent local government buildings that function as a public complex and/or does not enhance a patron experience at a local government facility.

2. Capital projects that include complexes in which one or more of the buildings and/or a portion of a building meet the criteria for the APP requirement need to comply with the APP requirement for those eligible buildings and/or eligible portions of the building (e.g., a public parking garage built as a part of a private development complex that otherwise may not be subject to the APP requirement).
3. Determinations as to the applicability of the public art requirement are made by the Director of the Miami-Dade Department of Cultural Affairs, are based on the section 2-11.15 of the County Code, Administrative Order 3-11 and the Miami-Dade Procedures Manual (Procedure No. 358), and may be considered by the Review Committee as set forth in Administrative Order 3-11, prior to consideration of the Board of County Commissioners.
4. Private entities must work collaboratively with Miami-Dade APP to oversee the artist commissioning process to ensure the highest level of artistic quality and adherence to the program's requirements, as outlined in these procedures. APP will oversee and provide services, highlighted as follows:
   - work collaboratively with the private entity and its project team to identify opportunities for public art in the facility;
   - work with the private entity to calculate the APP project funds, using the APP Capital Budget Allocation Worksheet based on actual capital project contract awards including but not limited to A&E, consultants' and contractors' awards;
   - provide the private entity with a payment schedule for the conveyance of the APP project funds to the Department of Cultural Affairs;
   - draft and distribute the Call to Artists;
   - administer the artist selection process;
   - coordinate the submission of the recommended artist(s) for the review and approval of the Miami-Dade APP Trust;
   - provide contract language for private entity's architect and contractor agreements to ensure APP coordination; and
   - provide technical assistance to the selected artist(s) and serve as liaison between the artist(s) and commissioning private entity and its project team.

   Once an artist is commissioned, the private entity may choose to oversee the implementation of approved public art projects or work collaboratively with Miami-Dade APP for it to oversee and provide services for the project's implementation. If APP administers the entire project, the private entity shall remit an amount not less than 15% of the total public art funds to the Miami-Dade Department of Cultural Affairs for costs associated with its administration of the public art project; this administrative percentage may change at the discretion of the Department of Cultural Affairs based on the complexity and duration of the administrative services required for the public art project. Should the entirety of the APP management services not be required, a negotiated administrative fee can be determined based upon the level of APP services required and the complexity and duration of the project. If APP oversees the implementation, APP's services are highlighted as follows:
   - manage contract negotiations and process payments with artist(s);
   - coordinate the installation of art work(s) with the private entity's project managers, architects/engineers/specialty consultants and contractor; and

- oversee the artist's work on design, fabrication, installation and commissioning of the art work(s).

6. The private entity must commit 15% of the total public art allocation for costs associated with the future repair and restoration of the public art project and remit the funds to the Miami-Dade County Department of Cultural Affairs for this purpose, no later than the art work's completion.
7. Miami-Dade County will own the resulting public art work(s) and will be responsible for costs associated with the implementation of repairs (as necessary and as long as repairs are not the result of negligence on the part of the private entity, in which case the cost of repairs is the responsibility of the private entity), and inventorying of the public art work(s).
8. Regular maintenance requirements of the commissioned art work(s) and their costs are the responsibility of the private entity. These needs will be discussed and coordinated with the private entity in advance of the project completion to ensure the long-term care of the work.
9. Works of public art may not be moved without the review and approval of Art in Public Places. Site specific and/or integrated works of art (i.e., works of art that are incorporated as an integral part of a building or structure) may not be moved without the review and approval of the Art in Public Places Trust. When possible, the Art in Public Places Trust will seek the advice and/or involvement of the artist in regard to the advisability and feasibility of moving her/his work of art.

Accession Procedures

1. Accessioning is the formal acceptance of an artwork into the Miami-Dade County Art in Public Places Collection (Collection). Accessioning artwork into the Collection indicates the intent to apply professional standards of care, display, and maintenance over the life of the artwork, or until the artwork is no longer displayable and is deaccessioned from the Collection.
2. Artworks will be entered into the Collection inventory as soon as a commissioning or purchasing contract is executed and these inventory entries will be annotated as "works in progress" with periodic updates included as necessary to describe the status of completion accurately. Artworks will be annotated as fully accessioned in the Collection inventory only upon completion of all facets of the commissioning or purchasing contract or of the required review process for gifts and other artworks. Conditions, restrictions, or limitations cannot be attached to the accessioning that would limit the use of the artwork.
3. The signed contract transferring title for the artwork and clearly defining the rights and responsibilities of all parties will accompany every acquisition.
4. Acquisitions result from:
   - Projects of the Miami-Dade County Art in Public Places Program pursuant to Section 2.11.15 of the Miami-Dade County Code;
   - Gifts with a fair market value greater than $1,000, which will be reviewed and accessioned in accordance with the Miami-Dade County Administrative Order No. 1-3;
   - Gifts with a fair market value less than $1,000 that are reviewed and accepted by the Art in Public Places Trust; or
   - Other artworks, including but not limited to work that are un-accessioned items found in the existing Public Art Collection or in the possession of Miami-Dade County government that are determined to have sufficient artistic merit and recommended for inclusion in the Miami-Dade County Public Art Collection. Factors considered in making this recommendation include: the quality of the work; the artist's intent for the work to be considered a stand-alone art work; the degree to which the design, materials and execution of the work constitutes a finished work of art; the suitability of the work to be placed on public display in furtherance of the mission of the APP program; and the

commitment to exercising accountability and care for works of art created through the APP commissioning process and/or owned by the County. These artworks must be reviewed and accepted by the Art in Public Places Trust.

5. All acquisitions will be entered into the Collection inventory and added to the Internal Services Department (ISD) Capital Inventory Record.
6. Once the Art in Public Places program takes possession of an artwork, it should have the sole right to determine how and when that artwork is shown, safeguarded, or de-accessioned, subject to its professional practices and policies and in accordance with County policy.

<u>Deaccession Procedures</u>

1. The deaccessioning of artwork is the removal of an object from the Miami-Dade County Art in Public Places Collection. This includes the removal of the artwork from its public site, removal from the maintenance cycle, and moving of records, both hard copy and electronic, into a Deaccessioned Collection file and as required by Miami-Dade County Administrative Order No. 8-2, transferred into the archived portion of the ISD Capital Inventory Record. Deaccessioning will be considered only after a careful evaluation of the artwork within the context of the Collection as a whole and will be consistent with Miami-Dade County Administrative Order No. 8-2 – Care, Control and Disposal of County Property. Only the Miami-Dade County Art in Public Places Trust has the authority to deaccession artworks in the Art in Public Places Collection.
2. Once an artwork has been accessioned, it may not be deaccessioned on the basis of content.
3. An artwork may be considered for deaccession under the following conditions only:
   - The artwork cannot be located after reasonable and diligent searches. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for unlocated artwork(s) and an investigation report and recommendation must be submitted to ISD;
   - The artwork has been damaged beyond repair, damaged to the extent that it no longer represents the artist's intent, or damaged to the extent that the expenses of restoration and repair are found to equal or exceed current market value of the artwork. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for damaged or destroyed artwork(s) and an investigation report and recommendation must be submitted to ISD;
   - The artwork is not, or is only rarely, on display due to lack of a suitable site;
   - For site-integrated or site-specific artworks, the site for which the artwork was specifically created is structurally or otherwise altered and can no longer accommodate the artwork, is made publicly inaccessible as a result of new construction, demolition, or security enhancement, or has its surrounding environment altered in a way that significantly and adversely impacts the artwork;
   - For site-integrated or site-specific artworks, the site for which the artwork was specifically created is sold or acquired by an entity other than Miami-Dade County;
   - The artwork was purchased as a semi-permanent acquisition and the County's predetermined period of obligation is terminated;
   - There is a documented history of incident(s) that shows the artwork is a threat to public safety;
   - The artist legally exercises the right of disassociation granted by the Visual Artists Rights Act of 1990, preventing the use of his or her name as the creator of the artwork;

- The artwork requires excessive maintenance and/or the condition or security of the artwork cannot be reasonably guaranteed;
- The artwork has been determined by the Art in Public Places Trust deaccession process to be of inferior quality relative to the quality of other works in the Collection or the County wishes to replace the artwork with a work of more significance by the same artist; and/or
- At the time of accessioning, complete information on the provenance of the artwork was not available, or more information has since become available, indicating that the artwork should not be part of the Miami-Dade County Art in Public Places Collection.

4. Department of Cultural Affairs staff will prepare a written recommendation for deaccession of artworks from the Collection based on one or more of the conditions in Section 3 above for review and evaluation by the Miami-Dade County Art in Public Places Professional Advisory Committee (Professional Advisory Committee), and subsequent review, evaluation and action by the Art in Public Places Trust. The staff reserves the option of hiring a consultant for advice on specific elements of the artwork being considered through the deaccession process.
5. Artists whose work is being considered for deaccession shall be notified by mail using the current address provided by the artist. Artists also shall be notified of the recommendation of the Professional Advisory Committee and of the Art in Public Places Trust meeting scheduled to consider this recommendation.
6. All legal documents relating to the artwork, including but not limited to contracts with the artist and agreements related to a donation of the artwork as applicable, will be consulted as part of the deaccession process. When applicable and feasible, the donor of an artwork under consideration for deaccessioning will be notified.
7. At a Professional Advisory Committee meeting, Miami-Dade County Department of Cultural Affairs staff will present reports on artworks to consider for deaccession that include:
   - Reasons for the suggested deaccession accompanied by such other documentation and information as may be relevant;
   - Acquisition method, cost, and estimated current market value;
   - Documentation of correspondence with the artist;
   - Photo documentation of site conditions (if applicable);
   - In the case of damage, a report that includes the official police and investigation reports and recommendation, and documents the original cost of the artwork, estimated market value, and the estimated cost of repair; and/or
   - In the case of theft or loss, the official police and investigation report and recommendation, including when possible, a report prepared by the agency responsible for the site of the loss.
8. The Professional Advisory Committee will then make a recommendation to the Miami-Dade County Art in Public Places Trust, including actions regarding the disposition of the artwork pursuant to Section 9 below. If the Professional Advisory Committee recommends that an artwork be retained, an explanation stating the Committee's reasons and recommendations shall be set forth in the minutes of the Committee's meeting and shall be submitted to the Art in Public Places Trust. The Trust may decide to seek additional information.
9. The decision to deaccession artwork will result from a resolution requiring a majority vote by the Miami-Dade County Art in Public Places Trust. Upon this decision to deaccession artwork, the Trust will consider what action should be taken, with priority given to public benefit from the Collection. Every step will be taken to arrive at a mutual balance between observing the rights of the artist and public benefit. Actions will be consistent with Miami-Dade County Administrative Order No. 8-2 and may include:

- Trade through artist, gallery, museum, or other institutions for one or more other artwork(s) of comparable value by the same artist or to reduce the purchase price of a replacement artwork;
- Long-term or permanent loan offered first to other governmental units and then, to eligible community based organizations, such as museums or educational/non-profit institutions, subject to being afforded equal participation opportunity to review and select the artwork(s);
- Donation first to other governmental units and then, to eligible community based organizations, such as museums or educational/non-profit institutions, subject to being afforded equal participation opportunity to review and select the artwork(s);
- Sale to interested potential bidders with “first offer” right to governmental units located within Miami-Dade County, in compliance with Administrative Order No. 8-2 governing surplus County property. Any pre-existing contractual agreements between the artist and the County regarding resale shall be honored, including but not limited to the original artist’s having first right of refusal to purchase his or her artwork at its current market value;
- In special situations, the Miami-Dade County Art in Public Places can negotiate the transfer of an artwork to another entity. For site-integrated or site-specific artworks, when the site for which the artwork was specifically created is sold or acquired by an entity other than Miami-Dade County, the ownership of the artwork can transfer to that entity. Artwork in the Public Art Collection should be in exhibitable condition and continue to reflect the artist’s original intent. Should the artwork selected for transfer need to be repaired cleaned, or restored, the negotiated transfer will include conservation provisions and, unless negotiated otherwise, the receiving entity pays for the restoration. The receiving entity should have an art plan that defines their commitment to the artist and the continued care of the artwork; and/or
- For artwork(s) not able to be disposed of by the methods outlined above, destruction or recycling of materials comprising the artwork, in accordance with Chapter 274 of the Florida Statutes, so that no piece is recognizable as part of that artwork.

10. In the event the artist disagrees with the decision of the Miami-Dade County Art in Public Places Trust, the artist may request reconsideration of the deaccession. This request must be filed in writing with the Miami-Dade County Department of Cultural Affairs within 30 days of the Trust’s deaccession decision, and it must be based on information that was not considered during the Professional Advisory Committee’s and the Art in Public Places Trust’s meetings on the deaccession.
11. The Miami-Dade County Department of Cultural Affairs will work cooperatively with the Internal Services Department, Fixed Assets & Division Operations section of the County regarding the implementation of this policy for deaccessioned artworks and will notify ISD about all actions under formal consideration and taken by the Miami-Dade County Art in Public Places Trust affecting artwork(s) in the County’s inventory.
12. A report will be sent to the County Mayor, Board of County Commissioners and ISD regarding the Miami-Dade County Art in Public Places Trust’s action(s) regarding deaccessioned artworks.
13. The artwork, or its remains, shall be disposed of by the Miami-Dade County Art in Public Places staff, or its agents, upon deaccession action. It is the obligation of the Miami-Dade County Art in Public Places Program to ensure that all disposals with regard to the Collection be formally and publicly conducted and adequately documented in accordance with applicable provisions of the Florida Statutes and the Code of Miami-Dade County utilizing a variety of disposal methodologies.

14. A permanent record of the artwork's inclusion in the Miami-Dade County Art in Public Places Collection, and reasons for its removal, shall be maintained in a Deaccessioned Collection file, and will be kept as a separate section of the Miami-Dade County Art in Public Places Collection records. Miami-Dade County Department of Cultural Affairs staff will notify ISD Fixed Assets & Division Operations section of all deaccessioned artwork(s) so that the artwork(s) can be deleted from the Department's Capital Inventory Record.
15. No artworks shall be sold or traded to a member of a governing body or staff of Miami-Dade County government including the members of the Miami-Dade County Art in Public Places Trust and its Professional Advisory Committee, consistent with Miami-Dade County conflict of interest policies.
16. All proceeds from the sale of any artwork from the Miami-Dade County Art in Public Places Collection shall be deposited in the Art in Public Places Trust Fund. Funds from artwork sales may be used in any manner consistent with the enabling legislation of the Art in Public Places program and County policies regarding public artwork.

Frequently Asked Questions

1. Applicable Projects and Costs.
   - What if we are uncertain about whether the APP requirement applies to a project or components of a project?
   - Call APP staff if you have any questions about the APP requirements. In addition, the FAQs below may provide answers to your questions.
2. Contingency Allowances.
   - Are contingency allowances covered by the APP requirement, even if eventually they are not used or fully used for the project.
   - Yes. The APP allocation is calculated and transferred to APP upon the award of the contract.
3. Calculation of APP Amount.
   - How does a capital project accurately calculate the 1 ½% APP requirement amount?
   - A completed APP Capital Project Budget Allocation Worksheet must be submitted by departments to the Department of Cultural Affairs as soon as a capital project budget is developed and prior to design contract and construction award. APP staff will confirm the accuracy of the calculation of the APP requirement for the project and the final Worksheet must be signed by the department and the Department of Cultural Affairs (see sample "APP Capital Budget Allocation Worksheet" at http://www.miamidadepublicart.org/#tools; this form also is available from APP staff).
4. Project Changes
   - Are the costs associated with significant changes in a project's scope and budget subject to the APP requirement?
   - Yes. Typically, regular additive change orders are subject to the APP requirement as they are paid for from the project contingency allowance which is covered by the APP requirement. More significant scope additions which are accompanied by increases to the project's capital budget are subject to the APP requirement.
5. Inspector General.
   - In calculating the APP allocation, should the Inspector General cost be included in the base for the APP calculation?
   - Yes, the APP calculation is taken against the total contract amount.

6. Capital Outlay Reserve Funds (CORF).
   - Are construction projects funded by the Capital Outlay Reserve Fund covered by the APP requirement?
   - Yes. The APP requirement applies to all County construction projects for new buildings.
7. Funding Sources That Disallow Public Art.
   - Does the APP requirement apply to construction projects that are funded by grants or other sources which disallow public art?
   - If a grant or another funding source specifically prohibits the use of funds for compliance with the APP requirement, the department must use other funds to satisfy the APP requirement.
8. General Obligation Bond (GOB) Projects.
   - Does the APP requirement apply to GOB projects?
   - Yes, the APP requirement applies to all County construction projects for new buildings. In addition, the APP requirement applies to GOB projects for new buildings done by municipal governments.
9. Capital Work Done by the County.
   - Does the APP requirement apply to the cost of architectural and engineering services performed by County personnel and to the cost of in-house construction labor, materials, and/or machinery?
   - Yes. The APP requirement applies to the construction cost of new government buildings regardless of the source of funds for the project.
10. Private Sector-Funded Projects.
    - Does the APP requirement apply to buildings financed and constructed on County property by private sector investors?
    - Yes. The APP requirement applies to the construction cost of new government buildings regardless of the source of funds for the project. Please see the section “Information for Private Sector Capital Development on Land Owned or Leased by Local Government or on Private Property with the Building Owned, Leased or Operated by Local Government.”
    - What happens if the APP funds are not included in the development agreement with the private sector and/or are not collected by the department from the private sector?
    - The department will need to convey the funds for the APP requirement from another revenue source.
11. Conveyance of APP Funds.
    - When are funds conveyed to APP? Whom do we contact for details about conveying funds?
    - Funds are conveyed to APP when the department receives spending authority for the capital project. For example, when an A&E contract is authorized, 1½% of the contract must be conveyed to APP. Please contact Patricia Romeu, Department of Cultural Affairs, for instructions to convey funds (305-375-5920; romeu@miamidade.gov).
12. Cancellation of Capital Projects
    - Do APP costs incurred to date need to be covered by the department if the capital project is cancelled?
    - Yes.
13. Demolition.
    - Does the APP requirement apply to demolition costs?
    - Yes, if demolition is part of a construction project that is covered by the APP requirements.
14. Building Additions.
    - Are additions to an existing structure covered by the APP requirement?

- Yes, additions are considered to be “new government buildings.”

15. Building Adaptations.
    - Are existing buildings that are acquired and converted for a new governmental use covered by the APP requirement?
    - Yes, the acquisition cost of the building (excluding the estimated cost of the land) and the capital costs of the conversion of the building for a new governmental use are covered by the APP requirement.
16. Structures
    - Does APP cover structures that are built by or for the County that serve the public (e.g., parks, playgrounds, bridges, pre-fabricated shells, utilities buildings, etc.)?
    - Yes, if the structure is intended to be used directly by the public.
17. Equipment.
    - Are equipment costs subject to the APP requirement?
    - Yes. The APP requirement covers all systems and features that make a facility functional, even if the equipment is acquired through a separate contract.
18. Parking Garages.
    - Does the APP requirement apply to a parking garage?
    - Yes.
19. Roadways, Sidewalks Parking and Site Improvements.
    - Does the APP requirement apply to roadways, sidewalks, parking and site improvements?
    - Yes, if the roadways, sidewalks, parking (e.g., parking lots) and site improvements (e.g., site lighting, signage, etc.) are part of a construction project that is covered by the APP requirement.
20. Selection of Art Must Be by APP.
    - Can a department satisfy the APP requirement by selecting and purchasing an artwork itself?
    - No. Works of art must be selected in compliance with the process required by the APP program and overseen by the APP Trust and staff. Please see the section, “The APP Artists Selection Process” on page 2.
21. Adherence to the Art in Public Places Requirement.
    - Can departments waive the APP requirement?
    - No. Section 2-11.15 of the Miami-Dade County Code sets forth the requirements for the APP program and provides that only the Board of County Commissioners has the authority to waive the APP requirement. Administrative Order 3-11 prescribes a process involving a Review Committee which can be convened to conduct a hearing of a request for a waiver and states that the Review Committee will evaluate such requests as follows: “If the facility does not conform to the definition of ‘new governmental building’ a waiver will be recommended to the Board of County Commissioners. Only the BCC is authorized to grant waivers. Waivers must be secured prior to the award of the construction contract.”
22. Required Art in Public Places Language
    - Can departments change the required APP language that is provided in this Procedure?
    - No, departments must use the following language in all solicitations for APP eligible capital projects:

      This project is subject to the Miami-Dade County Art in Public Places requirements, pursuant to Section 2-11.15 of the Code of Miami-Dade County, managed by the Miami-Dade County Department of Cultural Affairs as detailed in Procedure 358 in the Miami-

Dade County Procedures Manual (see http://www.miamidadepublicart.org/#tools or http://intra.miamidade.gov/managementandbudget/procedures.asp).

23. Unsuitable Locations.
    - Does the APP requirement apply to a new building that may not provide a suitable location for a public artwork and may the APP funds be transferred for expenditure to another site?
    - Yes. The APP requirement covers all new government buildings. There is no requirement in Section 2-11.15 of the Miami-Dade County Code that artworks be located at the site of the project that funded the artwork. APP will work with departments to identify suitable alternative locations.
24. Donations of Artwork.
    - What is the process for departments to accept donations of art work(s)?
    - The process for accepting gifts of art works is covered by Administrative Order No. 1-3. It requires that the APP Trust and its Professional Advisory Committee review and provide the department with a recommendation for all donations of artwork or commemorative and/or memorial structures of artistic merit, valued in excess of $1,000. The donation of art work(s) does not satisfy the APP requirement for an eligible capital project.

**CONTACT(S):**
**Department/Division**
Department of Cultural Affairs

**REFERENCE DOCUMENT(S):**
Section 2-11.15 of the Miami-Dade County Code
Administrative Order 3-11, Art in Public Places Program Implementation and Fund Transfer Procedure
Administrative Order No. 8-2, Care, Control and Disposal of County Property
Administrative Orders No. 1-3, Gifts to the County
Copies of all County Attorney Opinions related to these procedures are maintained by the Department of Cultural Affairs

# Attachment " E "

**LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 AND R-333-15**

| Folio | Annual Tax Revenue Generated | Lot Size Sq. Ft. | Building Size | Market Rent | Comm District | 2020 MDC PA Market Value | Legal Description | Zoning | Annual Cost to Maintain | Address | Circulated To County Departments | Deed Type |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **3031160000050** | $59,842.32 | 5.17 ACRES | 27,239 SQ FT | $22.00 SQ FT | 2 | $3,374,128 ☐ | 16 53 41 5.17 AC E3/4 OF NE1/4 OF SE1/4 OF NE1/4 LESS S175FT & LESS E50FT FOR R/W | UC-R AND UC-MC | $6,600 | 6600 NW 27 AVE | YES | WARRANTY DEED 7/27/1943 |

CFN 2022R0255390
OR BK 33095 Pgs 3588-3597 (10Pgs)
RECORDED 03/30/2022 10:11:31
DEED DOC TAX $0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

## COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this day 30th of March, 2022 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **BAC FUNDING CORPORATION,** a Florida not for profit corporation ("BAC"), whose address is 6600 N.W. 27 Avenue, Miami, Florida 33147, their successors and assigns.

*WITNESSETH* that the County, for and in consideration of the sum of Ten Dollars and No/100 ($10.00) to it in hand paid by BAC, receipt whereof is hereby acknowledged, has granted, bargained, and sold to BAC, its successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

*As legally described in Exhibit "A" attached hereto and made a part hereof*

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years (it being understood that BAC is a not-for-profit organization and shall be entitled to apply for and receive all tax exemptions for which it is eligible) and the following restrictions (collectively the "deed restrictions"):

1. That the Property is being sold with a restriction requiring the development of the Property as affordable housing as set forth in section 125.379, Florida Statutes. BAC shall develop the property with affordable homes ("Dwelling Units") on separately platted lots ("Lots") and such Dwelling Units shall be sold to very low-, low-, and moderate-income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income ("Qualified Homebuyers").

2. That in accordance with the federal Community Development Block Grant

("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations ("CFR"), Part 570, and a lease between the County and BAC simultaneously approved on November 16, 2021 by Miami-Dade County Board of County Commissioners' ("County Commission") Resolution No. R-1087-21, BAC shall develop a community plaza, which shall be located at the corner of NW 27$^{th}$ Avenue and NW 67$^{th}$ Street, for the use and benefit of the area residents and area groups serving individuals that are primarily low- and moderate-income in order to satisfy one of the national objectives established by the United States Department of Housing and Urban Development in accordance with 24 CFR §570.208,. In the event the lease is terminated prior to construction of the community plaza, then BAC's obligation to satisfy the national objective shall transfer to the Property. In such event, BAC shall be required to satisfy one or more of the national objectives set forth in 24 CFR §570.208, as determined by the County, in its sole discretion, prior to the sale of the Dwelling Units.

3. That the Property shall be developed within fifty-four (54) months of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy for each Dwelling Unit. Notwithstanding the foregoing restriction contained in this paragraph 3, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which BAC must complete the housing required herein. In order for such waiver by the County to be effective, it shall:

   a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter as described in paragraph 10 below; and

   b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the BAC must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within fifty-four (54) months from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.

4. That the Property shall be connected to a sanitary sewer system prior to the constructing of the Dwelling Units.

5. That at least thirty (30) days prior to selling a Dwelling Unit to a Qualified Homebuyer described in paragraphs 1, BAC shall submit a report in the form attached as Exhibit B to Miami-Dade County's Public Housing and Community Development Department, Community Development Division, or successor department ("PHCD"), indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation. Within ten (10) days of its receipt of the form from BAC, PHCD shall either (a) confirm that the proposed

buyer is a Qualified Homebuyer and provide the documentation required by paragraph 12 or (b) object to the proposed sale on the grounds that the proposed buyer is not a Qualified Homebuyer.

6. That BAC shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of: (a) any such assignment to an affiliate owned or controlled by BAC, (b) conveyances of Lots to Qualified Homebuyers, and (c) a transfer to a mortgagee pursuant to a mortgage that complies with paragraph 8.

7. That BAC shall require that the Qualified Homebuyers purchasing the Dwelling Units to execute and record simultaneously with the deed of conveyance from BAC to the Qualified Homebuyers an "Affordable Housing Restrictive Covenant" approved by the County and, which shall include the following language in the deed of conveyance:

> "This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the home, which is the date the deed is recorded transferring title from BAC to the first homebuyer, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a homebuyer at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

8. That BAC shall pay real estate taxes and assessments on the Property or any part thereof when due. BAC shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that BAC may encumber the Property with:

   a. Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by BAC (together, the "Improvements") as determined by an appraiser; and

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

   c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein remain enforceable and in full force and effect and can only be extinguished by the County. The deed restrictions shall continue to run with the land notwithstanding the mortgage or change in ownership and shall apply to the "successors heirs and assigns" of BAC.

9. The recordation, together with any mortgage purporting to meet the requirements of paragraph 8(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by BAC, stating the value of the Property is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

10. If in the sole discretion of the County, (a) BAC ceases to exist prior to sale of the Dwelling Units to the Qualified Homebuyers (unless BAC's interest in the Property has been assigned, transferred, or conveyed pursuant to the terms of this Deed) or (b) any term of this Deed or deed restriction is not complied with, BAC shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If BAC fails to remedy such default within thirty (30) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, BAC shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by BAC. The County retains such reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami- Dade County. Notwithstanding the foregoing, ownership of any Lots for which the County's reversionary interest has been released pursuant to paragraph 12, below, shall not revert to the County pursuant to this paragraph. Failure to exercise such right of reverter shall not be deemed to be a waiver of such right.

11. All conditions and deed restrictions set forth herein shall run with the land for a period of twenty (20) years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

12. On a Lot-by-Lot basis, upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish BAC with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions and release of the County's reversionary interest for each respective Lot shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: ______________________
Deputy Clerk

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

By: ______________________
Jose "Pepe" Diaz, Chairperson

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Approved for legal sufficiency:

By: ______________________
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-1087-21 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 16th day of November, 2021.

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

**IN WITNESS WHEREOF, BAC FUNDING CORPORATION,** a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 26th day of May, 2021, and it is hereby approved and accepted.

Witness/Attest

Witness/Attest

By:
Name: RONALD E. FRAZIER
Title: CHAIRMAN/CEO

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26th day of MAY, A.D. 2021, by Ronald Frazier, **BAC FUNDING CORPORATION,** a Florida not-for-profit corporation.

KUATUARA Y. DRAYTON
MY COMMISSION EXPIRES APRIL 23, 2025
#HH 092460
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Name:
Notary Public, State of Florida

Printed: Kuatuara Drayton

☑ Personally Known or ☐ Produced Identification
Type of Identification Produced

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

## EXHIBIT "A"

## LEGAL DESCRIPTION
(FEE SIMPLE)

That portion of the E 3/4 of the NE 1/4 of the SE 1/4 of the NE 1/4 less the S 175 feet and less E 50 feet for right-of-way of Section 16, Township 53 South, Range 41 East, in Miami-Dade County, Florida, being more particularly described as follows, **COMMENCE** at the NE corner of the E 3/4 of the SE 1/4 of the NE1/4 of the NE1/4 of said Section 16, said point also known as the Point of Intersection of the centerline of NW 27th Avenue and the centerline of NW 67th Street; thence run S87° 57' 21"W along the centerline of NW 67th Street a distance of 502.33 feet to a point; thence S02° 46' 56" E for distance of 25.00 feet to the **POINT OF BEGINNING**; thence S02°46'56"E, a distance of 341.84 feet; thence N88°04'46"E, a distance of 220.00 feet; thence N02°46'50"W, a distance of 342.32 feet; thence S87°57'21"W, a distance of 220.00 feet to the **POINT OF BEGINNING**.

EXHIBIT B

MIAMI-DADE COUNTY

# PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

## GENERAL CDBG INTAKE ELIGIBILITY FORM

### LIMITED INCOME (LMI) LIMITED CLIENTELE (LMC) / LIMITED JOBS (LMJ) / LIMITED HOUSING (LMH)

| | | | |
|---|---|---|---|
| **NAME:** | | **PHONE:** | |
| **ADDRESS:** | | **ZIP:** | |

**Gender:** ☐ **Male** ☐ **Female** **Ethnicity:** ☐ **Hispanic** ☐ **Not Hispanic**

**Race** (Please check the race category which applies to you):

| | | | | | |
|---|---|---|---|---|---|
| ☐ | White | ☐ | Black/African American | ☐ | American Indian/Alaskan Native |
| ☐ | Asian | ☐ | Black/African American & White | ☐ | American Indian/Alaskan Native & White |
| ☐ | Asian & White | ☐ | Native Hawaiian/Other Pacific Islander | ☐ | Other: Multi Racial |
| ☐ | American Indian or Alaskan Native & Black/African American | | | | |

| List Yourself and all Other Persons Occupying Home | Relationship | Gender | Age | Employed? |
|---|---|---|---|---|
| 1. | Self | | | ☐Yes ☐No |
| 2. | | | | ☐Yes ☐No |
| 3. | | | | ☐Yes ☐No |
| 4. | | | | ☐Yes ☐No |
| 5. | | | | ☐Yes ☐No |
| 6. | | | | ☐Yes ☐No |
| 7. | | | | ☐Yes ☐No |
| 8. | | | | ☐Yes ☐No |

**INCOME VERIFICATION DATA**

The assistance you receive is determined in part by the size of your household and your income. All income and assets will require verification before eligibility will be granted. Income includes all money coming into the household from all persons over 18 years old. Wages, salaries, tips, commissions; Self-employment income; Retirement, Survivor, or Disability pensions; Social Security or Railroad retirement; Supplemental Security Income, Aid to Families with Dependent Children (AFDC), Temporary Assistance to Needy Families (TANF), Food Stamps, or other public assistance, or public welfare programs; Interest, dividends, net rental income, or income from estates or trusts; and any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, alimony, and child support must be disclosed.

| Household Member | Source of Income | Gross Monthly Amount Received |
|---|---|---|
| 1. | | $ |
| 2. | | $ |
| 3. | | $ |
| 4. | | $ |
| 5. | | $ |

**Income Eligibility Acceptable Documentation:** Copy of Pay Stubs (from previous employer), Aid to Families with Dependent Children (AFDC) or Temporary Assistance to Needy Families (TANF) Official Printout/letter, Food Stamp Official Printout/letter, Letter confirming amount of unemployment benefits received, proof of child support or alimony, proof of SSA/SSI or Veteran's Benefits, or proof of retirement income. **MUST ATTACH A COPY OF DOCUMENTS – NO EXCEPTIONS.**

I, the undersigned applicant, do hereby authorize ______________________________ to verify my personal records, including
(Name of Agency)
wages, pensions, and investments. It is understood that this authorization is granted for the sole purpose of certifying my eligibility for federal financial assistance, and that all information acquired in this regard will remain confidential.

BY MY SIGNATURE, I ACKNOWLEDGE THAT ALL INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE THAT IF I MAKE ANY WILLFUL FALSE STATEMENT IN THIS CERTIFICATION OR ANY OTHER DOCUMENTATION THAT I PROVIDE FOR PROGRAM ELIGIBILITY, I MAY BE PUNISHED WITH FINES OR IMPRISONMENT OF UP TO FIVE (5) YEARS, OR BOTH, UNDER SECTION 1001 OF TITLE 18, UNITED STATES CODE, AND I ALSO MAY BE SUBJECT TO CIVIL AND/OR ADMINISTRATIVE PENALTIES AND SANCTIONS.



______________________________ ______________________
**Signature of Applicant** **Date**

OR BK 33095 PG 3597
LAST PAGE

MIAMI-DADE COUNTY

# PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

## GENERAL CDBG INTAKE ELIGIBILITY FORM

| CDBG INCOME ELIGIBILITY | 24 CFR 570.208 | |
|---|---|---|
| Activity classified under family size and income | 24 CFR 570.208(a)(2)(i)(B) | 24 CFR 570.506(b)(3)(iii) |
| Activity is classified based on income eligibility requirements that restrict it exclusively to low- and moderate-income persons | 24 CFR 570.208(a)(2)(i)(C) | 24 CFR 570.506(b)(3)(iii) |

**DEFINITIONS / 24 CFR 570.3**

**Family** means all persons living in the same household who are related by birth, marriage or adoption.

**Household** means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

**Income**. For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under 570.208(a)(1)(vi). Activities qualifying under 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The **three definitions** are as follows:

**(i) Annual income as defined** under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable).

**Estimated annual income** shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

**Low- and moderate-income household** means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and moderate-income person** means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Low-income household** means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

**Low-income person** means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

**INSTRUCTIONS FOR IMPLEMENTING AGENCY**

You must first seek third party verification. This is a verification that is received directly from the source of income. The request can be by mail, fax, or email. It must be clearly evidenced that it was received from the source.

**FY 2021 INCOME LIMITS Effective April 1, 2021**

**Area Median Income (AMI): $61,000** Please check the appropriate family size and income.

| √ | Family Size | √ | Extremely Low (30% of Median) | √ | Very Low (50% of Median) | √ | Low (80% of Median) |
|---|---|---|---|---|---|---|---|
| ☐ | 1 | ☐ | $19,000 | ☐ | $31,650 | ☐ | $50,650 |
| ☐ | 2 | ☐ | $21,700 | ☐ | $36,200 | ☐ | $57,850 |
| ☐ | 3 | ☐ | $24,400 | ☐ | $40,700 | ☐ | $65,100 |
| ☐ | 4 | ☐ | **$27,100** | ☐ | **$45,200** | ☐ | **$72,300** |
| ☐ | 5 | ☐ | $31,040 | ☐ | $48,850 | ☐ | $78,100 |
| ☐ | 6 | ☐ | $35,580 | ☐ | $52,450 | ☐ | $83,900 |
| ☐ | 7 | ☐ | $40,120 | ☐ | $56,050 | ☐ | $89,700 |
| ☐ | 8 | ☐ | $44,660 | ☐ | $59,700 | ☐ | $95,450 |

*Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.*

This material is available in an accessible format upon request.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on MAR 30 2022 day of , AD 20
WITNESS my hand and Official Seal.
HARVEY RUVIN, Clerk of Circuit and County Courts
By Jessie Merritt #310229 D.C.

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA