MEMORANDUM

Agenda Item No. 5(J)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	January 17, 2023
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving pursuant to sections 125.379 and 125.38, Florida Statutes, a lease agreement between Miami-Dade County (as landlord) and Casa Familia, Inc. (as tenant), a Florida not-for-profit corporation, of approximately 8.9419 acres of County land improved with five buildings at 11025 S.W. 84 Street ("property") for an initial term of 55 years and two options to renew of 20 years each, at rent of five percent of the tenant's developer's fee for the development of affordable housing project to consist of three phases and a community center to serve the community; revising, in accordance with section 125.379(1), Florida statutes, the inventory list of real properties for affordable housing use, after a public hearing, to include the property; waiving Administrative Order 8-4, Resolution Nos. R-333-15, R-407-19, R-130-06, R-256-13, R-376-11, and R-64-16; authorizing the County Mayor, to negotiate and finalize terms and conditions of the lease agreement, execute the lease agreement, and exercise all provisions contained therein; directing County Mayor to provide report

Resolution No. R-20-23

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Co-Prime Sponsors Vice Chairman Anthony Rodríguez and Chairman Oliver G. Gilbert, III.

For

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

MIAMI-DADE COUNTY

Date: January 17, 2023

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

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Lease Agreement between Miami-Dade County and Casa Familia, Inc., for Property located at 11025 SW 84 Street, Unincorporated Miami-Dade County, Florida, and Revising Inventory List of Properties Available for Affordable Housing to include Folio No. 30-4031-000-0170

Executive Summary

This item seeks approval, pursuant to sections 125.379 and 125.38 of the Florida Statutes, of a Lease Agreement (Lease), between Miami-Dade County (County), as Landlord, and Casa Familia, Inc. (Tenant), for the lease of approximately 8.9419 acres of land, improved with five buildings located at the Kendall Complex, 11025 SW 84 Street, Unincorporated Miami-Dade County, Folio No. 30-4031-000-0170 (Property), for the development of affordable housing, in phases, for rental to residents or families whose total annual household income does not exceed one hundred and twenty percent (120 percent) of the area medium income (AMI) for Miami-Dade County and additional public-use facilities to offer support services for prospective residents and members of the public, inclusive of a community center (the Project). This item further seeks approval to revise, in accordance with section 125.379(1) the inventory list of real properties available for affordable housing use, after a public hearing, to include the Property. The provision of affordable housing and support services represents a public purpose consistent with promoting community interest and welfare. The proposed Project consists of the overall development of the Property with Affordable Housing buildings for eligible occupants, to be constructed in three unique Phases. Phase One shall include the demolition of the existing five structures and the construction of a minimum of 50 apartment units and a community center. Phase Two may include an assisted living facility to consist of four, six-bedroom houses for residents that meet the affordability criteria, and a Phase Three may include up to seventy-five residential units of affordable housing. The Project will also encompass a community center, which will be part of Phase One, from which, social, recreational, and educational services are to be rendered to eligible occupants and the non-resident users alike.

Recommendation

It is recommended that the Board of County Commissioners (Board):

1. Approve, pursuant to sections 125.379 and 125.38 of the Florida Statutes, and authorize the execution of the Lease between the County and Tenant, for the long-term lease of approximately 8.9419 acres of land located at Kendall Complex, 11025 SW 84 Street, Unincorporated Miami-Dade County, containing five buildings for the development of affordable housing, in phases, for rental to residents or families whose total annual household income does not exceed one hundred and twenty percent (120 percent) of the area medium income for Miami-Dade County and additional public-use facilities to offer support services for prospective residents and members of the public, inclusive of an approximately 11,000 square feet community center with a lease term of 55-years plus two additional twenty-year renewal option periods;

2. Revise, in accordance with section 125.379(1) the inventory list of real properties available for affordable housing use, after a public hearing, to include the Property;
3. The wavier of Implementing Order 8-4 and Resolution No. R-333-15 (requiring disclosure of the market value or market rental of the real property to be leased), Resolution No. R-407-19 (requiring four weeks' advance notice to be provided for the non-competitive lease of County land pursuant to sections 125.379 and 125.38 of the Florida Statutes), Resolution No. R-130-06 (requiring all leases to be in final form and executed before being presented to this Board), Resolution No. R-256-13 (requiring a minimum rental payment in lieu of taxes for leases to not-for-profit entities unless a hardship or other substantial reason exists for foregoing such payment), Resolution No. R-376-11 (requiring agenda item that conveys County property for affordable housing to include certain additional, detailed information regarding the property), and Resolution No. R-64-16 (requiring a lease termination in the event that an emergency arises where the County requires the Property) for this transaction; and
4. Authorizes and delegates authority to the County Mayor or County Mayor's designee to negotiate and finalize the terms and conditions of the Lease, provided that the final Lease does not impose any additional financial obligations or risk on the County beyond those set forth in the Lease attached to the resolution and that the terms and conditions thereof are consistent with all policies of this Board.

The effective date of the Lease is the first day of the month after its approval by the Board, and the expiration of the ten-day veto period by the County Mayor, and if vetoed by the County Mayor, shall only become effective upon a two-third (2/3) vote the Board overriding the County Mayor's veto.

The development of the Property for affordable housing under the Lease is divided into three Phases. Phase One will consist of no less than 50 apartment units, Phase Two will consist of an assisted living facility and a Phase Three may include up to seventy-five residential units of affordable housing. The Lease requires the Tenant to secure and close on all of its necessary financing for Phase One of the Project by September 30, 2023 (Financing Date) and to commence construction thereof by October 30, 2023. The Tenant may request to extend the deadline for the Financing Date for up to two (2) three (3) month periods (the first extension until December 31, 2023, and the second extension until March 31, 2024), which may be granted by the County Mayor or County Mayor's designee. The Tenant is to assume possession of the property on the Effective Date, as described in the agreement, and shall not be responsible for any code violations existing as of the Effective Date. The Lease requires the completion of construction of all three phases by December 31, 2027, which date may be extended by a time period not to exceed one (1) year, upon the written request of Tenant and with the County Mayor or County Mayor's designee's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and December 31, 2028 shall be the last date available under this Lease for completion of construction of all of the phases. Additionally, the Lease requires the County to provide trees to the Tenant, at no cost to the Tenant, to assist the Tenant in meeting Miami-Dade County's goal of creating a 30% urban tree canopy and as required by the Lease. The County will only provide trees which go beyond the applicable regulatory requirements in the County Code with respect to trees and landscaping, which regulatory compliance costs shall be the responsibility of the Tenant. The County will provide careful consideration towards maximizing available greenspace by providing site-appropriate trees that, at maturity, will provide the Property with maximum canopy coverage possible.

Scope

The Property is located within County Commission District 10, which is represented by Vice Chairman, Anthony Rodriguez. The affordable housing units and the community center component of the Project will serve and be open to all residents of Miami-Dade County; therefore, the scope is countywide.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the attached Agreement, and to exercise all other rights conferred therein.

Fiscal Impact/Funding Source

There will be no fiscal impact to the County beyond that specified herein, in the construction of all phases of the Project, operation, and maintenance of the Project, as the Tenant will pay the costs associated with the design, development, permitting, construction, and operation of the improvements. This development has been allocated funding from the County's General Obligation Bond Program as follows: $3,500,000.00 to fund the construction of an approximately 11,000 square foot community center at the Property and $1,655,028.25 to fund the construction and development of Phase One of the affordable housing component of the Project.. The County will incur no operating/reoccurring expenses once the improvements to the Project are completed. Further, the County is required by the Lease to make trees available to Tenant, at no cost to the Tenant, in order to assist Tenant to create a 30% urban tree canopy on the Property, the cost of which is estimated to not exceed $180,000. This figure has been calculated based on the Tenant's conceptual design renderings, and CAHSD will work together with the County's Million Trees Miami-Dade County initiative staff to determine optimal planting locations, species, and sizes. The cost of the trees shall be funded from the Landlord's general fund/operating budget.

The County will receive revenue in the form of lumpsum payments an amount equal to five percent of the developer fees, for phase one of the Project, and for each subsequent phase of the Project, within 10-days of closing on financing for the phases of development of the Project. In addition to this payment, the Tenant shall pay to the County "Preoccupancy Rent" to reimburse the County for the cost of securing and maintaining the Property while Tenant sought financing for the Project. Preoccupancy Rent shall be due to the County in the amount of $120,000 and will be paid to the County when Tenant closes on their financing.

Track Record/Monitor

CAHSD will manage the terms and conditions of the agreement. Compliance will also be monitored by each individual organizations that contributed financial support to this project. Salvador Najarro, Assistant Director of CAHSD will serve as the lead for all agreement management matters and as the point of contact.

Background

The County, through the CAHSD, owns and operates the property located at the Kendall Complex, 11025 SW 84 Street, Unincorporated Miami-Dade County (Folio 30-4031-000-0170). The Kendall Complex is comprised of multiple cottages owned by the County and overseen by the CAHSD. If the property were to be seen as two-separate halves (West and East), the cottages on the west side consisting of nine structures, are leased to several not-for-profit organizations for community welfare purposes. The five structures on the east side of the property, combined with a large open field space, collectively measuring up the 8.9 acres, makeup the proposed area for redevelopment.

The tenant is a non-profit organization dedicated to creating sustainable, enriched, and affordable housing communities, with features, amenities and provision of support services designed to benefit adults with intellectual, developmental, and other related disabilities. The County, in accordance with Sections 125.379 and 125.38, Florida Statutes, is looking to lease the property to the Tenant so long as the Tenant, at all times, remains a not-for-profit entity, uses the County Property for the purposes consistent with the not-for-profit purposes for which it was incorporated, makes the Property available solely for affordable housing and community interest and welfare in the provision of a publicly available community center, and timely complies with any and all rules, regulations, laws and ordinances and provisions of the Lease. The County will only be leasing, not conveying in fee simple, the Property to the Tenant, and if the Tenant fails to use the Property in accordance with the requirements of the Lease and within the stated timeframe then the County has the right to terminate the Lease.

Resolution No. R-1313-18 approved on December 18, 2018, previously approved the surplus of the Property, finding it was not needed for any County purposes, and approved a lease Agreement with the Tenant for the construction of the Project. Resolution No. R-841-20 approved on August 31, 2020, approved the allocation of $3,500,000.00 in Building Better Communities General Obligation Bond Program funds to the Tenant to fund the construction of an approximately 11,000 square foot community center at the Property. Resolution No. R-40-21 approved on January 20, 2021, approved the allocation of $1,655,028.25 of Bond Program funds to fund the construction and development of phase one of the affordable housing component of the Project. Unfortunately, the prior lease agreement with Tenant expired in December 2021 before Tenant could finalize its financing plan in conjunction with conversations with the United State Department of Housing and Urban Development and could finalize negotiations with the County on certain needed revisions. Through the proposed new Lease, the County is willing to enter into a new Agreement with the Tenant, replacing the previously approved lease agreement, for a term of 55-years with two options to renew of 20 years each at a rent of five percent (5%) of the developer's fee, as defined in the included lease agreement, so long as the Tenant always makes the property available as affordable housing as defined by the terms of the Lease and to build a community center for eligible occupants and non-resident users. The proposed lease is attached to this memorandum as Attachment A.

Attachment

Morris Copeland
Chief Community Services Officer

MEMORANDUM
(Revised)

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

DATE: January 17, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(J)

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(J)
1-17-23

RESOLUTION NO. R-20-23

RESOLUTION APPROVING PURSUANT TO SECTIONS 125.379 AND 125.38, FLORIDA STATUTES, A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY (AS LANDLORD) AND CASA FAMILIA, INC. (AS TENANT), A FLORIDA NOT-FOR-PROFIT CORPORATION, OF APPROXIMATELY 8.9419 ACRES OF COUNTY LAND IMPROVED WITH 5 BUILDINGS AT 11025 S.W. 84 STREET ("PROPERTY") FOR AN INITIAL TERM OF 55 YEARS AND TWO OPTIONS TO RENEW OF 20 YEARS EACH, AT RENT OF FIVE PERCENT OF THE TENANT'S DEVELOPER'S FEE FOR THE DEVELOPMENT OF AFFORDABLE HOUSING PROJECT TO CONSIST OF THREE PHASES AND A COMMUNITY CENTER TO SERVE THE COMMUNITY; REVISING, IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES, THE INVENTORY LIST OF REAL PROPERTIES FOR AFFORDABLE HOUSING USE, AFTER A PUBLIC HEARING, TO INCLUDE THE PROPERTY; WAIVING ADMINISTRATIVE ORDER 8-4, RESOLUTION NOS. R-333-15, R-407-19, R-130-06, R-256-13, R-376-11, AND R-64-16; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, TO NEGOTIATE AND FINALIZE TERMS AND CONDITIONS OF THE LEASE AGREEMENT, EXECUTE THE LEASE AGREEMENT, AND EXERCISE ALL PROVISIONS CONTAINED THEREIN; DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE REPORT

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

WHEREAS, section 125.379 of the Florida Statutes requires that each county prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, section 125.379 further requires that the inventory list include the address and legal description of each such real property and specify whether the property is vacant or improved; and

WHEREAS, section 125.379 also requires that the governing body of the county review the inventory list at a public hearing and revise it at the conclusion of the public hearing and adopt a resolution that includes an inventory list of such property following the public hearing; and

WHEREAS, Miami-Dade County, through its Community Action and Human Services Department, is the owner of certain real property located at 11025 S.W. 84 Street, in unincorporated Miami-Dade County, Florida, 33176 (Folio No. 30-4031-000-0170) (the "Property"); and

WHEREAS, the County has identified a portion of the Property consisting of approximately 8.9419 acres and containing five buildings and vacant land (the "County Property"), as depicted and shown in Exhibits A and B to the lease agreement attached to this resolution and incorporated herein by reference; and

WHEREAS, this Board finds that the County Property is appropriate for use as affordable housing and therefore wishes to revise the County's inventory list of real properties for affordable housing to include the County Property; and

WHEREAS, this Board has already determined, pursuant to Resolution No. R-1313-18, approved on December 18, 2018, that the County Property is not needed for County purposes; and

WHEREAS, section 125.38 of the Florida Statutes allows this Board to lease County-owned property to a not-for-profit organization organized for the purposes of promoting community interest and welfare and section 125.379 allows the use of County-owned property for the provision of permanent affordable housing; and

WHEREAS, Casa Familia, Inc. ("Casa Familia"), is a Florida not-for-profit corporation organized for the purpose of promoting community welfare including the development and operations of programs to benefit the developmentally disabled; and

WHEREAS, Casa Familia applied to the County for the use of the County Property in order to develop affordable housing for natural persons or families whose total annual household income does not exceed one hundred and twenty percent (120%) of the area medium income for Miami-Dade County and facilities to offer support services to such individuals and non-resident users and to construct and operate a community center to benefit its residents and the community at-large (the "Project"); and

WHEREAS, Resolution No. R-1313-18 previously approved a lease agreement with the Casa Familia for the construction of the Project; and

WHEREAS, Resolution No. R-841-20, approved on August 31, 2020, approved the allocation of $3,500,000.00 in Building Better Communities General Obligation Bond ("Bond") Program funds to Casa Familia to fund the construction of an approximately 11,000 square foot community center at the Property; and

WHEREAS, Resolution No. R-40-21, approved on January 20, 2021, approved the allocation of $1,655,028.25 of Bond Program funds to fund the construction and development of phase one of the affordable housing component of the Project; and

WHEREAS, Casa Familia experienced delays to its Project and the original lease agreement with Casa Familia expired in December 2021 before the necessary amendments and extensions to the lease agreement could be negotiated and presented to this Board; and

WHEREAS, Casa Familia is now confident that it has a sound plan to achieve all of its necessary financing for phase one of the Project, and the County is now desirous of entering into a new agreement with Casa Familia; and

WHEREAS, this Board finds that Casa Familia requires the County Property for the purposes for which it was incorporated and to promote the community interest and welfare of the public and this Board reiterates its prior finding and determination that the County Property is not needed for County purposes; and

WHEREAS, in accordance with Section 2-8.6.5 of the County Code, the County would only be leasing, not conveying in fee simple, the County Property to Casa Familia, and if Casa Familia fails to use the County Property in accordance with the requirements of the lease agreement and within the stated timeframes, then the County has the right to terminate the lease agreement; and

WHEREAS, the lease agreement attached hereto and incorporated herein ("Lease Agreement") is largely in final form, but this Board desires to delegate the authority to the County Mayor or County Mayor's designee to negotiate and finalize the Lease Agreement with Casa Familia provided that the final lease agreement does not impose any additional financial obligations or risk on the County beyond those set forth in the Lease Agreement, and that any modified terms and conditions are consistent with all policies of this Board and the terms of this resolution,

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

Section 1. This Board hereby incorporates the foregoing recitals as if fully set forth herein, and such recitals are approved.

Section 2. This Board, in accordance with section 125.379(1), Florida Statutes, revises the inventory list of real properties for affordable housing use, after a public hearing, to include approximately 8.9419 acres of County-owned land which consists of a part of real property located at 11025 S.W. 84 Street, in unincorporated Miami-Dade County, Florida, 33176 and identified by Folio No. 30-4031-000-0170 ("County Property"), as shown and described in Exhibits A and B to the Lease Agreement.

<u>Section 3.</u> This Board approves, pursuant to sections 125.379 and 125.38, Florida Statutes, the lease of County Property to Casa Familia, in generally the form of the Lease Agreement, for the development and operation of affordable housing and facilities to offer support services to residents, including but not limited to, a community center to serve residents and non-resident users, for an initial lease term of 55 years with two options to renew of 20 years each, at a rent of five percent of the developer's fee (as that term is defined in the Lease Agreement).

<u>Section 4.</u> This Board, having previously declared surplus the County Property pursuant to Resolution No. R-237-18, waives Implementing Order 8-4, Resolution No. R-333-15 (requiring disclosure of the market value or market rental of the real property to be leased), Resolution No. R-407-19 (requiring four weeks' advance notice to be provided for the non-competitive lease of County land pursuant to sections 125.379 and 125.38 of the Florida Statutes), Resolution No. R-130-06 (requiring all leases to be in final form and executed before being presented to this Board), Resolution No. R-256-13 (requiring a minimum rental payment in lieu of taxes for leases to not-for-profit entities unless a hardship or other substantial reason exists for foregoing such payment), Resolution No. R-376-11 (requiring agenda item that conveys County property for affordable housing to include certain additional, detailed information regarding the property), and Resolution No. R-64-16 (requiring a lease termination in the event that an emergency arises where the County requires the leased property) for this transaction.

<u>Section 5.</u> This Board authorizes the County Mayor or County Mayor's designee to: (a) negotiate and finalize the lease agreement with Casa Familia provided that the final lease agreement does not impose any additional financial obligations or risk on the County beyond those set forth in the attached lease agreement, and that any modified terms and conditions are consistent with all policies of this Board and the terms of this resolution; (b) execute the lease agreement with Casa Familia; and (c) exercise any and all other rights conferred in the lease agreement including any rights of termination, and to complete all acts necessary to effectuate the lease agreement. A copy of the final, executed lease agreement shall be filed along with the resolution by the Clerk of the Board.

Section 6. This Board directs the County Mayor or County Mayor's designee to provide the Property Appraiser's Office with a copy of the executed lease agreement within 30 days of its execution.

Section 7. This Board further directs the County Mayor or County Mayor's designee to submit a report to this Board within 30 days of the effective date of this resolution setting forth the status of the negotiations and agreement and the financing for phase one of the Project. Pursuant to rule 5.06(j) of the Board's Rules of Procedure, the completed report shall be placed on the first available agenda of the full Board without committee review.

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

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**absent**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of January, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

LUIS G. MONTALDO, INTERIM CLERK

Basia Pruna
By:______________________
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MRP

Monica Rizo Perez

LEASE AGREEMENT

This Lease Agreement (the "**Lease**") is entered into and made on this ______ day of _____________________, 202__ by and between **Miami-Dade County**, a political subdivision of the State of Florida (the "**Landlord**"), and **Casa Familia, Inc.**, a Florida not for profit corporation (the "**Tenant**"). The Landlord and the Tenant are sometimes collectively referred to as the "**Parties**."

BACKGROUND RECITALS

A. The Landlord is the owner of certain real property located at 11025 S.W. 84 Street, in unincorporated Miami-Dade County, Florida, 33176 (Folio No. 30-4031-000-0170) (the "**County Property**"); and

B. The Landlord has determined that a portion of the County Property, consisting of approximately 8.9419 acres of land, and containing five (5) buildings, as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Premises**"), is available for development, as more specifically described in Article 3 of this Lease; and

C. The Tenant is developing (i) affordable housing for rental to individuals who meet the requirements of Section 2.1 hereof, and (ii) facilities to offer support services to such individuals and Non-Resident Users; and

D. The Landlord acknowledges that the provision of affordable housing and support services represents a public purpose consistent with promoting community interest and welfare; and

E. The Landlord has determined that it does not have a need to utilize or otherwise occupy the Premises; and

F. The Landlord, pursuant to Section 125.38, Florida Statutes, finds that the Tenant requires the Premises to promote the community interest and welfare of the public, and the Premises is not otherwise needed for the Landlord's purposes and finds, pursuant to Section 125.379, Florida Statutes, that the Premises shall be used for the provision of permanent, affordable housing; and

G. The Landlord is desirous of entering into this Lease with the Tenant for a term of fifty-five (55) years, so long as the Tenant, at all times makes it available solely for Affordable Housing (as defined below in Section 2.1) and for a community center for Eligible Occupants and Non-Resident Users, and timely complies with any and all rules, regulations, laws and ordinances; and

H. The Landlord, through its Board of County Commissioners, by Resolution No. R- , has determined that it is in the best interest of the Landlord to lease the Premises to the Tenant, consistent with the terms and conditions of this Lease.

In consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

TERMS

The Landlord, for and in consideration of the restrictions and covenants contained in this Lease, leases to Tenant, and Tenant agrees to lease from Landlord, the Premises and does so in accordance with the terms and conditions of this Lease.

ARTICLE 1
INCORPORATION OF BACKGROUND RECITALS

1.1 The Parties agree that the background recitals set forth above are true and correct and are incorporated in this Lease by reference.

ARTICLE 2
DEFINITIONS

2.1 The words "**Affordable Housing**" shall mean rental housing affordable to natural persons or families whose total annual household income does not exceed one hundred twenty percent (120%) of the Area Median Income for Miami-Dade County (as defined below in Section 2.2), adjusted for household size, in accordance with the Landlord's housing requirements, including, but not limited to the industry guideline that the housing costs shall be generally set at or below (including taxes, insurance and utilities) thirty percent (30%) of the maximum household income eligible for the unit. While occupying the unit, an Eligible Occupant's household income may increase to an amount not to exceed one-hundred and forty percent (140%), after initially meeting the income requirements of one-hundred and twenty percent (120%).

2.2 The words "**Applicable Laws**" shall mean all laws, statutes, regulations, ordinances, resolutions, implementing orders, administrative orders, and binding orders issued by the federal government, the State of Florida, Miami-Dade County and any other entity with jurisdiction over the Premises or the Project and shall expressly include but not be limited to, the federal Fair Housing Act, the American with Disabilities Act, Florida Statues sections 125.379, 125.38, and 255.05, the County's Sustainable Buildings Program, Small Business ordinances, responsible wage ordinance, non-discrimination ordinances and requirements, and Art in Public Places Program.

2.3 The words "**Area Median Income**" and/or "**AMI**" shall mean the income limits that are determined by the United States Department of Housing and Urban Development ("**HUD**"), which is calculated by household size for each metropolitan area, and parts of some metropolitan areas. HUD estimates the median family income for an area in the current year and adjusts the amount for different family sizes in order for family incomes to be expressed as a percentage of the area median income. For purposes of this Lease, the Area Median Income shall be for the Miami-Dade County metropolitan area, as adjusted for household size.

2.4 The words "**Certificate of Occupancy**" shall mean the permanent certificate issued by the government agency and/or department authorized to issue a certificate of occupancy or certificate of completion, or similar document, as applicable, evidencing that the applicable building(s) is (are) ready for occupancy, in accordance with all of the Applicable Laws and ordinances.

2.5 The words "**Commencement of Construction**" and "**Commenced Construction**" shall mean when used in connection with construction of the Project, the later of the filing of the notice of commencement under Florida Statutes, Section 713.13, and the visible start of work on the site of the Project (as defined below in Section 2.14), including on-site utility, excavation, or soil stabilization work. In order to meet the definition of "**Commencement of Construction**" or "**Commenced Construction**," such filing of the notice and visible start of work must occur after Tenant has received a building permit for the Project.

2.6 The words "**Community Center**" shall mean, minimally, an approximately 11,000 square foot facility, which will be constructed and operated on the Premises, and which will serve all Eligible Occupants and the Non-Resident Users, in accordance with the Community Center rules. The Community Center shall have the initial amenities (which amenities may be changed by the Tenant without the Landlord's approval): pool, half-court basketball court, barbeque area, walking paths, and community center with gym and recreational spaces.

2.7 The words "**Completion of Construction**" or "**Complete Construction**" shall mean the date that the Tenant secures a Certificate of Occupancy for the Project.

2.8 The words "**Developer's Fee**" shall mean the total compensation to the Tenant for the time, resources, and risk spent to develop the Project. The Developer's Fee shall be determined by a percentage (from fifteen (15%) percent to twenty-one (21%) percent) of the overall cost of the Project, as such percentage is approved by the funding agency. This fee is included in the development budget and is disclosed in funding applications.

2.9 The words "**Development Concept**" shall mean and include the overall site plan, building elevations, space plans, and configuration of Improvements, as articulated for the Project, as may be amended, and which has been approved by the Landlord and is attached hereto and incorporated herein as Exhibit "C".

2.10 The words “**Eligible Occupants**” or “**Eligible Occupant**” shall mean individuals with whose total annual household income does not exceed one hundred and twenty percent (120%) of the Area Median Income for Miami-Dade County, adjusted for household size.

2.11 The word “**Equity Investor(s)**” is defined as low-income housing tax credit investors that are members/partners of any Sub-lessee.

2.12 The words “**Existing Buildings”** shall mean the five (5) buildings located on the Premises.

2.13 The words “**Force Majeure**” shall mean cause or causes that are unforeseen and beyond Tenant’s or Landlord’s control (including causes to the extent due to the action or inaction of the other party), excluding filing of bankruptcy, but which shall include, without limitation, (i) labor disputes, labor shortages, strikes or lockouts, (ii) fire, hurricane, flood, earthquake, unusually severe weather, or other casualty, (iii) enemy action on domestic soil, civil disturbance directly affecting the Project, sabotage, restraint by court or public authority, riot, war, act of terrorism, or embargo, acts of God or the public enemy; (iv) verifiable inability to obtain materials for construction of the Project as a result of supply change disruptions or shortages, (v) declaration of a state of emergency affecting the geographic area of the Project, (vi) pandemics, epidemics, quarantines or other severe public health crises (including the economic consequences of same) that impact the Project, or (vii) any other unforeseen cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord.

2.14 The word “**Improvements**” shall mean any and all buildings and/or other structures built or to be built on the Premises, and the parking areas (including, but not limited to, any structured parking facility), hardscaping, landscaping, amenities, and all related infrastructure, installations, fixtures, equipment, utilities, site-work, and other improvements existing or to be developed upon the Premises.

2.15 The words “**Lending Institution**” means any of the following entities that is not a Prohibited Person: (a) any federal or state chartered commercial bank, national bank, trust company, mortgage bank, savings bank, credit union, national banking association, savings and loan association; (b) any pension, retirement or welfare trust or fund, public real estate investment trust, registered real estate investment trust, or other public entity investing in commercial mortgage loans, in each case whose loans on real estate are regulated by state or federal laws, and whose total assets (in name or under management) is in excess of $500,000,000; (c) any licensed insurance company in the business of making commercial mortgage loans, in each case whose loans on real estate are regulated by state or federal laws; (d) any federal, state, or local governmental agency or authority; (e) a securitization trust that is rated by S&P, Fitch or Moody’s (or any like-extant national rating agency) and that has total assets in excess of $500,000,0000; (f) an investment bank, a hedge fund, opportunity fund, private debt or equity fund, , tax credit syndication entity, or like entity that has total assets (in name or under management) in excess of $500,000,000; or (g) any source of funding, public or private, including from any other financial institution, commercial lender, or governmental agency which customarily provides service or otherwise aids in the financing of mortgages on real property, and/or real property leaseholds, or purchase money mortgages and that, in the case of (g) above, is approved by the Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

2.16 The word "**Liquidated Damages**" means the monthly amount of Five Thousand Dollars ($5,000.00). Tenant and Landlord acknowledge that if Tenant defaults under this Lease, the Landlord will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the amount specified in the previous sentence to be paid to Landlord most closely approximates the amount necessary to compensate Landlord in the event of such default. Tenant and Landlord agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision.

2.17 The words "**Non-Resident Users**" shall mean the public from the surrounding area and communities who utilize the Community Center consistent with the Community Center rules, as may be amended from time to time.

2.18 The words "**Outside Completion Date**" shall mean December 31, 2027.

2.19 The words "**Phase**" or "**Phases**" shall mean the proposed construction approach for the Project, in which the Tenant contemplates developing the Premises in Phases, as further set forth below, and as illustrated in the Development Concept. Each of the Phases is referred to as a "Phase" and when more than one Phase is referred to in this Lease they are referred to as "Phases." Collectively, all of the Phases together constitute the "Project."

2.20 The words **"Phase One of the Project"** shall mean the construction of multi-unit building(s) having 45-60 Affordable Housing apartments for Eligible Occupants, consisting of one (1) or two (2) bedroom units, with one (1) bathroom for the one (1) bedroom units and one (1) or two (2) bathrooms for the two (2) bedroom units, and all on a portion of the vacant land of the Premises, along with a Community Center, which will serve as a support facility, for the Eligible Occupants and the Non-Resident Users (provided that such facility for the use of Non-Resident Users shall be limited to the Community Center, the pool, the spa, and other outdoor recreational facilities, in accordance with the Community Center rules). The Phase One of the Project shall include the construction of the Community Center.

2.21 The words "**Plans and Specifications**" shall mean the plans and specifications for all the work in connection with the construction of the Project, as illustrated by what is shown in the Development Concept, and shall include any changes, additions or modifications, provided the same are approved, if required, as provided for by the Landlord in this Lease.

2.22 The word "**Premises**" is defined in recital B above. The Premises is further described in Article 3 of this Lease. Notwithstanding the foregoing, the Parties agree that the Landlord shall have the right as specifically set forth below in this Lease to reduce the size of the Premises, should the Landlord, in its sole discretion, determine that the Tenant does not need the entire Premises for the Project.

2.23 The term **"Prohibited Person"** shall mean any of the following: (i) any person or entity (whose operations are directed or controlled by an individual) who has been convicted of or has pleaded guilty in a criminal proceeding for a felony or who is an on-going target of a grand jury investigation convened pursuant to United States laws concerning organized crime; or (ii) any person or entity organized in or controlled from a country, the effects of the activities with respect to which are regulated or controlled pursuant to the following United States laws and the regulations or executive orders promulgated thereunder to the extent the same are then effective: (x) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, et seq., as amended; (y) the International Emergency Economic Powers Act of 1976, 50 U.S.C. §1701, et seq., as amended; and (z) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. App. § 2405(j), as amended (which countries are, as of the date hereof, Iran, Sudan and Syria); or (iii) any person or entity who has engaged in any dealings or transactions (i) in contravention of the applicable money laundering laws or regulations or conventions or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time-to-time or any published terrorist or watch list that may exist from time to time; or (iv) any person or entity who appears on or conducts any business or engages in any transaction with any person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control list located at 31 C.F.R., Chapter V, Appendix A or is a person described in Section 1 of the Anti-Terrorism Order; or (v) any person or entity who appears on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes; or (vi) any person or entity who has been debarred pursuant to the Miami-Dade County Code of Ordinances.

2.24 The word "**Project**" shall mean the overall development on the Premises with Affordable Housing buildings for Eligible Occupants, consisting of three unique Phases. Phase One shall include a minimum of fifty (50) apartment units, with a unit mix of one (1) bedroom one (1) bathroom and two (2) bedroom two (2) bathroom units. Phase Two may include an assisted living facility to consist of four (4) six (6) bedroom houses with six (6) bathrooms, and a Phase Two specific community building. The assisted living facility will be subject to licensure requirements as administered through the Agency for Health Care Administration ("**AHCA**"). Licensed, trained staff, provided by a qualified Direct Service Provider organization will provide residents with Residential Habilitation Services and Assistive Care Services pursuant to AHCA requirements. Phase Three may include up to seventy-five (75) residential units of Affordable Housing. The Project shall also encompass the Community Center, which shall be part of Phase One, as well as other social, recreational, and educational spaces for the use of the Eligible Occupants and the Non-Resident Users (provided that all social, recreational and educational spaces for the use of Non-Resident Users shall be limited to the Community Center, the pool and spa). The Project, for Phase One and Phase Two is illustrated in the Development Concept attached hereto. The Development Concept for Phase Three is to be determined and shall be subject to the reasonable and prior, written approval of Miami-Dade County.

ARTICLE 3
DESCRIPTION OF PREMISES

3.1 Landlord leases the Premises to Tenant, and Tenant rents the Premises from Landlord, subject to the terms, covenants, conditions and provisions of this Lease.

3.2 Landlord and Tenant agree that the square footage of the Premises is 8.9419 acres and further that the square footage of the Premises has been duly measured by a surveyor retained by the Tenant, which survey is attached hereto as Exhibit "B". Moreover, the Tenant, has visited the Premises, and therefore is fully aware of the size of the Premises, and has determined that the Premises is of sufficient size for its intended purposes.

3.3 Notwithstanding anything to the contrary contained in this Lease, the Premises has been inspected by the Tenant who accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and understands and agrees that the Landlord does not offer any implied or expressed warranty as to the condition of the Premises and/or whether it is fit for any particular purpose.

3.4 The Parties further understand and agree that the Landlord shall have the right to reduce the size of the Premises, in the sole and absolute discretion of the Landlord, if: (a) the Development Concept, as may be amended, or the Plans and Specifications at any time use less than the 8.9419 acres for development of the Project; (b) by the Outside Completion Date (as may be extended in accordance with Section 6.6), the Tenant has failed use all of the 8.9419 acres of the Premises for construction of the Project; or (c) if at any time after completion of Phase One of the Project, Tenant is not proceeding with development of the balance of the Premises in a diligent manner and in good faith. Landlord shall provide Tenant with thirty (30) days advance written notice of the intent terminate and shall include a description and visual depiction of the portion of the Premises that the Landlord is reclaiming and the portion of the Premises (thereinafter constituting the "Premises" for purposes of this Lease) that the Tenant is retaining. If changes are needed to the Development Concept or to the Phases, the County Mayor or Mayor's designee shall have the authority to negotiate the changes on behalf of the Landlord; provided, however, that approval of the Board of County Commissioners is required to modify the definition of Project or Phase One of the Project.

ARTICLE 4
TERM

4.1 **Effective Date**. This Lease shall become effective on the first day of the month after its approval by the Board of County Commissioners ("**Board**"), and the expiration of the ten (10) day veto period by the Mayor of Miami-Dade County; and if vetoed by the Mayor, shall only become effective upon a two-thirds (2/3) vote of the Board overriding the Mayor's veto ("**Effective Date**").

4.2 **Term**. The term of this Lease is for a period of fifty-five (55) years, plus two (2) additional twenty (20) year renewal option periods, as further described in this Lease. Subject to the renewals listed in the previous sentence, this Lease shall expire, without notice, fifty-five (55) years after the Effective Date which shall be described as the "**Expiration Date.**" The Parties hereby acknowledge and agree that Tenant is required to and shall have secured all the necessary funding to Commence Construction for Phase One of the Project, as determined in the reasonable discretion of the Landlord, and shall close on such financing on or before September 30, 2023 (**“Financing Date”**) and Tenant’s failure to do so shall result in the immediate termination of this Lease. However, notwithstanding the foregoing, the Parties further agree that if the Tenant has not been able to secure the necessary funding to Commence Construction for Phase One of the Project by September 30, 2023, as determined in the reasonable discretion of the County, then the Tenant may request to extend the time period for the Financing Date for up to two (2) three (3) month periods (the first extension until December 31, 2023, and the second extension until March 31, 2024), to secure all of the requisite funding for Phase One of the Project. The Landlord, through the County Mayor or her designee, may, in its reasonable discretion, grant or deny the request for such extension of time. Once Tenant has obtained all of the necessary funding to Commence Construction for Phase One of the Project, the Tenant shall provide the County with no less than seven (7) days’ prior written notice as to the projected Financing Date to be no later than September 30, 2023 unless extended by the Landlord in accordance with the provisions set forth herein. At Tenant's request, and in connection with the Financing Date, the Landlord shall execute the Memorandum of Lease Agreement in a form reasonably agreed to by the Landlord and the Tenant (the “**Memo of Lease**”). In connection with the Financing Date, Tenant and Landlord shall sign a Confirmation of Financing Date in the form set forth in Schedule 4.2 attached hereto. If changes are needed to the Memo of Lease, the County Mayor or Mayor’s designee shall have the right to negotiate the final form of the Memo of Lease on behalf of the Landlord.

4.3 Should the Tenant be unable to secure the requisite financing for Phase One of the Project by the Financing Date (including any approved extensions thereof), then this Lease shall automatically terminate, and Tenant shall have no right to cure such termination. Upon the automatic termination of this Lease, Tenant agrees that it shall immediately surrender any and all interest in and to the Premises 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 any Phase of the Project, in addition to the any funding provided by Landlord 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 Surtax 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; (c) construction and/or permanent loan financing from a traditional state-chartered bank, or any other Lending Institution.

4.4 **Renewal Options**. Regarding the renewal option periods, the Parties agree that the term of this Lease may be renewed for two (2) separate renewal option periods of twenty (20) years each, so long as the Tenant is not in default of any of the terms and/or conditions of this Lease, beyond any applicable cure period. This Lease shall automatically be extended for each of the two (2) renewal periods unless the Tenant shall notify the Landlord in writing of its intent to cancel this Lease at least six (6) months prior to the end of the then effective term. Whenever the “term of the Lease” is renewed or extended, the Expiration Date is also renewed or extended in the same manner.

4.5 **Possession**. Landlord shall deliver possession of the Premises on the Effective Date, at which time Tenant shall take possession thereof. Landlord and Tenant further agree that after the Effective Date the Tenant shall have permission, without the prior written consent of Landlord, to enter upon the Premises for the purpose of conducting investigations of the Premises, and performing the construction of the Project (in accordance with the terms and conditions of this Lease, specifically the Tenant shall provide the Landlord with the requisite certificate(s) of insurance as required by this Lease and Tenant agrees, if Tenant terminates the lease before the Financing Date, to return the Premises to the condition that it was in prior to any activity by the Tenant, which right shall include the responsibility of Tenant to hold Landlord harmless from and against any and all actions, suits claims and causes of action, and to secure and maintain the appropriate insurance as dictated by this Lease. After all such testing, evaluations and/or assessments of the Premises conducted by Tenant, the Tenant shall provide a copy of the results of any such pre-construction work to the Landlord. The Parties further agree that prior to the Effective Date the Landlord shall be permitted to utilize the Premises as it deems necessary, without any permission or authorization required by the Tenant, including, but not limited to, demolishing any and all buildings and/or structures on the Premises. Notwithstanding any language to the contrary contained herein, Landlord acknowledges that Tenant plans to demolish the existing buildings on the Premises during the construction of Phase One and the Tenant shall not be responsible for any code violations existing as of the Effective Date.

4.6 **Expiration Date**. Except as otherwise expressly set forth in this Lease to the contrary, the Tenant agrees that not only shall this Lease expire on the Expiration Date without the necessity of any notice from either the Landlord or the Tenant to terminate the same, but also Tenant waives any notice to vacate or quit the Premises, and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. Tenant agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer.

4.7 If Tenant shall be in possession of the Premises after the Expiration Date, as extended, in the absence of any agreement extending the term of this Lease, or the Landlord specifically terminating this Lease, the tenancy under this Lease shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to Rent (as described below) based upon the terms and conditions found in Article 5 of this Lease.

4.8 The Tenant acknowledges and agrees that beginning on the Financing Date the Tenant shall be solely responsible for maintaining the Premises, irrespective of when financing is secured. Such maintenance by the Tenant, in accordance with this Lease, shall include, but not be limited to, installation and maintenance of a security fence(s) surrounding the Premises, any other security of the Premises, removal of any and all debris and trash, removal of any graffiti, landscaping (including, but not limited to, lawn cutting and tree trimming), pest control, sidewalk repair and/or replacement, any environmental testing and/or cleanup, and repair and/or replacement of any and all utility and/or irrigation lines.

4.9 The Tenant further acknowledges and agrees that at its sole cost and expense, it shall, after the Effective Date, undertake a diligent effort to uncover and/or locate any impediments on or about the Premises which might be the source of any delay in developing the Premises, which hindrance(s) might be either physical or legal in nature, including, but not limited to any environmental condition and/or any liens, encumbrances, covenants, declaration of restrictions, declaration of restrictive covenants, limitations, easements, licenses and/or other similar impediments toward developing the Premises.

4.10 Limitation of the Term. As stated above in Section 4.2, the initial term of this Lease is for fifty-five (55) years. The Tenant shall have to meet and comply with any and all of the "milestones" which have been agreed upon by the Parties and that are found in Section 6.2 of this Lease. Should the Tenant fail to timely meet any or all of the milestones as provided for in Section 6.2 of this Lease, it shall be an event of default and the Phase of this Lease to which such failed milestone applies shall, subject to the provisions of this Lease, be terminable by the Landlord following the applicable notice and cure provisions of section 21.1.C(3) of this Lease, and thereafter the Tenant shall immediately vacate the Premises.

4.11 The Tenant hereby acknowledges and agrees that the Tenant must develop the Premises with Affordable Housing buildings for the Project as required by this Lease, except for up to two (2) units in each residential building, each of which shall be set-aide for a staff person, and with a Community Center, as required by this Lease, and for support services, for Eligible Occupants and Non-Resident Users, all by the Outside Completion Date (subject to the provisions of Section 6.6).

ARTICLE 5
RENT

5.1 Tenant covenants and agrees to pay to Landlord rent in an amount equal to five (5%) percent of the Developer's Fee received by the Tenant, for Phase One of the Project, and for each and every subsequent Phase on the Premises, the Tenant shall also pay five (5%) percent of the Developer's Fee that it receives for such subsequent Phase(s) of development, to the Landlord, which shall be the rent due and owing to the Landlord ("**Rent**"). By way of example, if the Developer's Fee received by the Tenant is One Million Dollars ($1,000,000.00) then the Rent shall be $50,000.00. The Rent shall be paid by the Tenant within ten (10) business days of the date that the Tenant closes on its financing for the Phase One of the Project, and closing on financing for any and all subsequent Phases of development for the Project, the Tenant shall pay the Landlord, without demand, deduction or set-off, in one (1) lump sum, the amount due to the Landlord. In addition to the Rent, the Tenant is also responsible for all applicable taxes, including, but not limited to sales tax, as "**Additional Rent**." All Rent, as well as all Additional Rent shall be payable to Miami-Dade County, Community Action and Human Services Department, and mailed to the Internal Services Department, Real Estate Development Division, 111 N.W. First Street, Suite 2460, Miami, Florida 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth in this Lease. The Tenant further agrees to timely pay all Rent, and the Additional Rent, without demand, stipulation, restriction, condition, reservation, deduction, or set-off. Further, the Tenant hereby acknowledges and agrees that it shall provide to the Landlord, without demand, copies of any and all financial closing statements, a sources and uses of funds statement for the Project, and the construction budget for the Project, as well as any and all information and supporting documentation regarding such construction budget. The Landlord reserves the right to audit any and all of the Tenant's books and records, as well as challenge any amount claimed by the Tenant to be the amount of the Developer's Fee.

5.2 Should the Tenant fail to pay the Rent on time, as described herein above, then there shall be a ten (10) day grace period for the Tenant to make the necessary rent payment to the Landlord. After the ten (10) day grace period, the Tenant shall then be liable to the Landlord for interest on such unpaid rent at the highest rate of interest permitted by law, and a penalty in the amount of One Hundred ($100.00) Dollars per day that such rent payment is late, or ten (10%) percent of the amount owed, whichever is greater, per day, and each day, and shall continue until unabated while the delinquent amount remains unpaid. The interest and the penalty amounts are cumulative and are compounded daily.

5.3 From and after the Effective Date, the Tenant hereby acknowledges and agrees that the Landlord is, and throughout the term of this Lease, shall be entitled to receive as Additional Rent any and all other costs and expenses relating to the Premises, such as electricity, water, sewer, storm water utilities, real estate taxes, sales taxes, other impositions, and/or other expenses that are the responsibility of the Tenant, and are to be paid by the Tenant, or were paid by the Landlord and are to be reimbursed by the Tenant to the Landlord. In addition to the Rent, as described above, the Tenant shall pay to the Landlord the following sum as the "**Preoccupancy Rent**": One Hundred Twenty Thousand Dollars ($120,000.00) due on the Financing Date. Should the Tenant fail to pay the Preoccupancy Rent on time, the provisions of section 5.2, specifically the late payment provisions and penalty amounts set forth therein shall apply. The Preoccupancy Rent is non-refundable.

5.4 Tenant also agrees that should it be in possession of the Premises after the Expiration Date, in the absence of any agreement extending the term of this Lease, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay the then market rent, meaning that rental rate that the Landlord could normally obtain if the Landlord elected to lease the Premises to a third-party, which assessment contemplates an arms' length transaction ("**Market Rent**"). Market Rent shall be determined by an independent appraiser, selected by the Landlord, who appraises the Premises in its then current condition (no reduction shall be given for any Improvements made by the Tenant to the Premises).

5.5 The Tenant acknowledges and agrees that if at any time during the term of this Lease, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed, or otherwise imposed, on the Premises, the Improvements, and/or the Tenant's leasehold interest in the Premises, then the Tenant shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition, or excise. Notwithstanding the foregoing, the Landlord agrees that during the term of this Lease, or any extension or renewal thereof, the Landlord shall not assess, levy, and/or otherwise impose a tax, charge, or other imposition strictly, or uniquely on the Premises, which is punitive in nature, and which is not similarly assessed on other similarly situated properties in the area, or general vicinity.

5.6 Should the Tenant elect to cancel this Lease for any reason as is permitted pursuant to the terms of this Lease all Rent shall be terminated, but the Tenant shall not be entitled to any refund of Rent previously paid in accordance with the terms of this Lease.

5.7 The Landlord and Tenant understand and agree that if the Rent is paid with respect to a particular Phase, the failure of Tenant to pay Rent with respect to a future Phase shall not be cause for Landlord to terminate the Lease as to the Phase for which Rent was timely and fully paid.

ARTICLE 6
PERMITTED USE OF PREMISES

6.1 Tenant shall only perform work, or make Improvements, on or to the Premises, or demolish the Existing Buildings and improvements, which are consistent with the future construction of the Project. Further, the Tenant acknowledges and agrees that the Premises, once the construction of the Project is completed, shall only be utilized as: (a) an Affordable Housing building(s) for the Eligible Occupants, with up to two (2) apartment units set-aside in each residential building for staff to reside and facilities to provide support services to Eligible Occupants; and (b) a Community Center available for use, including of all programming and services offered therein, by the Eligible Occupants and Non-Resident Users, all subject to the Community Center rules; and (c) an assisted living facility that serves Eligible Occupants (collectively, the "**Permitted Use**"). The Community Center shall offer programming and services for the Eligible Occupants and the Non-Resident Users. In order to facilitate the County's consideration of Tenant's proposal for development of Phase Three of the Project, the Tenant shall provide the County with all information reasonably requested by the County in its consideration of such development and operations, including but not limited to, budgets, financing structure and funding sources, timeline for development, the proposed development concept, the proposed subtenants, managers and operators, and the past experience, key personnel and knowledge of the entities involved. The use of the Community Center shall be subject to the Community Center rules, as such rules are promulgated and amended from time to time by the Tenant; provided, however, that Tenant shall provide a copy of the Community Center rules (and any amendments thereto) to the Landlord for its review and approval, which approval shall not be unreasonably conditioned, withheld or delayed. Prior to entering into, or making material amendments to, any subleases or other agreements with Eligible Occupants for the Affordable Housing units, the Tenant shall also provide a copy of the sublease or occupancy agreement to the Landlord for its review and approval, which approval shall not be unreasonably conditioned, withheld or delayed. Tenant represents and warrants that all intended uses, actual uses and Permitted Use of the Premises shall not be in violation of or contrary to Applicable Laws and any recorded restrictions or covenants of record for the Premises. Tenant acknowledges and agrees that should Tenant's preceding representation and warranty result to be false or incorrect, whether or not Tenant had actual knowledge of the error at the time of executing such representation and warranty, it shall be an event of default.

6.2 During the term of this Lease, the Tenant agrees that it shall perform the following "milestones" within the prescribed time periods, beginning upon the Financing Date. The Parties understand and agree that should the Tenant elect to extend the Financing Date of this Lease that the milestones set forth herein shall not be extended and shall remain fixed. Tenant shall ensure that Commencement of Construction for Phase One occurs no earlier than the Financing Date and no later than thirty (30) days following the Financing Date (thereby Completion of Construction of Phase One shall occur by December 31, 2025).

A. The Parties acknowledge and agree that as of February 1, 2023, the Tenant shall meet or otherwise comply with the following milestones for Phase One at Tenant's sole cost and expense:

(1) Provide a letter from Tenant's attorney, or from the jurisdiction where the Premises is located, stating that the Premises is properly zoned for the proposed Project along with a copy of an estimated budget for Phase One of the Project, including any and all Improvements, as reviewed and approved by an architect licensed to perform such work in the State of Florida.

(2) Provide a copy of all environmental reports for the Premises, including but not limited to, a Phase I environmental study of the Premises and a Phase II Environmental Site Assessment, performed by an environmental engineering firm, licensed to perform such work in the State of Florida and copies of any additional testing that Tenant receives, and copies of any and all permits from the Regulatory and Economic Resources Department – Division of Environmental Resource Management (DERM), if applicable.

(3) Provide the Landlord with a copy of an executed development agreement, or joint venture partnership agreement, between the Tenant and the developer for Phase One of the Project, along with satisfactory evidence that all such entities are in good standing.

(4) Provide the Landlord with a copy of the final soil boring test for compaction capabilities and soil condition, if applicable.

(5) Provide the Landlord with a copy of the emergency plans and procedures that are created by the Tenant for the benefit of the Eligible Occupants.

(6) Provide the Landlord with: (i) a copy of all initial Plans and Specifications for Phase One of the Project; (ii) preliminary schematic drawings (fifty (50%) percent complete); (iii) initial construction documents, including elevations, which shall have been prepared by an architect licensed to perform such work in the State of Florida; (iv) a copy of the initial architectural construction

documents; and (v) a copy of the initial structural, mechanical and electrical drawings for Phase One of the Project.

(7) Provide the Landlord with the preliminary budget for Phase One of the Project.

B. Within thirty (30) days prior to the Financing Date, the Tenant shall provide the Landlord with a copy of the final budget with all sources of funds and uses thereof in detail for the entire construction of Phase One of the Project.

C. At least seven (7) days prior to the Financing Date, the Tenant, at its sole cost and expense, shall provide the Landlord with the following:

(1) Evidence of satisfactory financing to Complete Construction of Phase One of the Project;

(2) Completed building department applications and any permits that have been received, including, but not limited to all building permits (or a permit ready letter issued by the Miami-Dade County Building Department) for Phase One of the Project;

(3) A copy of the fully executed contract with a general contractor for Phase One of the Project; and

(4) A copy of the preliminary budget for Phase Two of the Project.

6.3 Tenant agrees that it shall not begin actual construction of Phase One of the Project, including any demolition, during the term of this Lease without providing the Landlord with at least seven (7) days' advance written notice to the Landlord, which shall be based on the Tenant having timely completed the requirements listed above in Section 6.2, and having secured building permits, and a demolition permit. The Tenant is required to deliver a copy of such permits to the Landlord. Tenant further acknowledges and agrees that it shall not begin actual construction of all other phases of the Project (including but not limited to Phase Two and Phase Three) until it has provided the Landlord with a copy of all of the documents and deliverables set forth in Section 6.2 above as the same are applicable to each subsequent phase in accordance with the following deadlines: (i) the deliverables required by Section 6.2(A) shall be provided at least two months prior to the anticipated Commencement of Construction of the applicable, future phase; (ii) the deliverables required by Section 6.2(B) shall be provided at least sixty (60) days prior to the anticipated Commencement of Construction; and (iii) the deliverables required by Section 6.2(C) shall be provided at least seven (7) days prior to the anticipated Commencement of Construction.

6.4 Tenant acknowledges and agrees that it will timely comply with all the requirements in 6.2, and that failure to do so shall be an event of default. Further, should the Tenant be in default under this Lease regarding failure to timely comply with the milestones set forth in Section 6.2, the Phase of this Lease to which such failed milestone applies shall, subject to the terms of this Lease, be terminable by the Landlord following the applicable notice and cure provisions of section 21.1.C(3) of this Lease, and thereafter the Tenant shall not be responsible for the payment of any Rent beyond what was already paid, or due and owing to the Landlord, or any other obligation(s), or covenants under this Lease.

6.5 Tenant agrees that it shall Commence Construction for Phase One of the Project no later than thirty (30) days following the Financing Date, and Completion of Construction for the Phase One of the Project shall, subject to Force Majeure, occur no later than December 31, 2025. If Commencement of Construction does not occur on time, it shall be an event of default under this Lease, and in addition to any other remedy available to the Landlord, at law or in equity, the Premises, shall revert to the Landlord by the termination of this Lease following the applicable notice and cure provisions of section 21.1.C(3) of this Lease. Further, the Tenant agrees that following the Completion of Construction for the Project, the Premises shall appear substantially as it is depicted in the final, approved Plans and Specifications which shall be consistent with the Development Concept. If Completion of Construction for Phase One of the Project does not occur on time, it shall be an event of default under this Lease, and, pursuant to the terms of this Lease, the County may terminate this Lease, following the applicable notice and cure provisions of section 21.1.C(3) of this Lease and in addition to any other remedy available to the Landlord, at law or in equity, the Premises, shall revert to the Landlord by the termination of this Lease following the applicable notice and cure provisions of section 21.1.C(3) of this Lease. Subject to Force Majeure, should the Tenant fail to timely Complete Construction of Phase One of the Project by the date of December 31, 2025, as evidenced by a Certificate of Occupancy, then in addition to any other remedy available to the Landlord, under this Lease and/or at law or in equity, the Tenant shall be liable to the Landlord for the amount of the Liquidated Damages for each and every month, including any partial month, that the Tenant fails to have a Certificate of Occupancy for Phase One of the Project. For each month that the Tenant pays Liquidated Damages, the deadline to complete the applicable construction shall be extended by one month; provided, however, that Landlord has no obligation to accept Liquidated Damages at any time and may instead elect to exercise its right to terminate this Lease. The Tenant hereby acknowledges and agrees that Completion of Construction of Phase One of the Project, as evidenced by a Certificate of Occupancy, shall occur no later than December 31, 2025, such date shall be subject to Force Majeure. If a platting or a waiver of plat is necessary, as determined by the Landlord, to return a portion of the Premises to the Landlord, then the Tenant shall secure such plat or waiver of plat at its sole cost and expense.

6.6 Tenant agrees that it shall achieve Completion of Construction for the Project by the Outside Completion Date. The Outside Completion Date may be extended by a time period not to exceed one (1) year, upon the written request of Tenant to be delivered at least thirty (30) days prior to the Outside Completion Date and with the Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and December 31, 2028 shall be the last date available under this Lease for the Tenant to Complete Construction of the Project, including any and all Affordable Housing building(s) on the Premises, for any and all Phases. The Tenant and Landlord acknowledge and agree that any time extension granted hereunder by the County Mayor or Mayor's designee to achieve the Outside Completion Date shall run concurrently with any time extensions granted for Force Majeure events such that in no event shall the Outside Completion Date ever be extended beyond December 31, 2028 for any reason whatsoever absent approval of the Board of

County Commissioners. The Parties further acknowledge and agree that if the Tenant fails to timely Complete Construction of the Project, including, but not limited to, developing Affordable Housing buildings, as required by this Lease, on the entire Premises, for Eligible Occupants (except for up to two (2) units in each residential building, which each shall be set-aide for a staff person), by the Outside Completion Date, then it shall be an event of default. Likewise, should the Tenant fail to timely Complete Construction as to a Phase or Phases of the Project, then this Lease shall, subject to the terms of this Lease, terminate as to that portion of the Premises where Completion of Construction has not occurred for that Phase or Phases following the applicable notice and cure provisions of section 21.1.C(3) of this Lease. In addition to any remedies available at law, or in equity, and subject to the terms and conditions of this Lease, if the Tenant has not received a Certificate of Occupancy for the Project by the Outside Completion Date, Tenant's leasehold interest in the Premises, excluding (i) portions of the Premises for which an Affordable Housing building(s) has been built, as evidenced by a Certificate of Occupancy, and (ii) any removable personal property belonging to the Tenant, shall, subject to the terms of this Lease, be terminable by the Landlord following the applicable notice and cure provisions of section 21.1.C(3) of this Lease. If this Lease is not terminated by the Landlord, due to the Tenant's failure to timely Complete Construction of all Phases by the date of the Outside Completion Date, as evidenced by a Certificate of Occupancy, then in addition to any other remedy available to the Landlord, under this Lease and/or at law or in equity, the Tenant shall be liable to the Landlord for the amount of Liquidated Damages for each and every month, including any partial month, that the Tenant fails to have a Certificate of Occupancy for the Project. For each month that the Tenant pays Liquidated Damages, the deadline to complete the applicable construction shall be extended by one month; provided, however, that Landlord has no obligation to accept Liquidated Damages at any time and may instead elect to exercise its right to terminate this Lease. The Tenant's leasehold interest in the portions of the Premises that are subject to reversion to the County as a result of being undeveloped or contain work from an unfinished Phase or Phases after all applicable time frames under this Lease have expired (being known collectively for the purposes herein as the "**Undeveloped Premises**") shall be terminable by the Landlord as to the Undeveloped Premises following the applicable notice and cure provisions of section 21.1.C(3) of this Lease. The Landlord shall thereafter provide written notification to Tenant of the reduction of the Premises along with a survey depicting the reduced Premises. Further, the Landlord may not terminate the Lease or any related easements as to any Phase of the Project for which construction of the Improvements relating to such Phase has commenced (unless the Tenant has not timely completed the construction of such Phase as required by this Lease).

6.7 The Parties acknowledge and agree that from the date of termination of the Undeveloped Premises, the Rent for such property shall also terminate as of the date that the Undeveloped Premises is reacquired by the Landlord, so long as such property is both accessible and useable by the Landlord. If the property is inaccessible, or unusable, by the Landlord, then, even though the Landlord reacquired Undeveloped Premises, the Rent for such property shall remain the responsibility of the Tenant.

6.8 Tenant agrees that upon Completion of Construction of the Project, or any Phase thereof, the Tenant will continuously use the Premises for the Permitted Use and for no other purpose whatsoever.

6.9 Tenant agrees that no changes in the Permitted Use of the Premises are authorized without the express prior written permission of the Landlord. Further, as noted above, Tenant expressly agrees that should the Tenant fail to timely comply with the requirements in Section 6.2 it shall be an event of default, and this Lease shall, subject to the terms of this Lease, be terminable by the Landlord following the applicable notice and cure provisions of section 21.1.C(3) of this Lease and thereafter this Lease shall become null and void, and any and all Improvements on or to the Premises shall become the sole property of the Landlord, without cost or expense to the Landlord.

6.10 In connection with the proposed Project, the Landlord agrees to join in, as the Landlord, in any plat, waiver of plat, zoning, or other application(s), as necessary in order to assist the Tenant to develop and utilize the Premises in accordance with this Lease but solely in its capacity as owner of the Premises. Further, the Landlord, by its County Mayor, or County Mayor's designee, agrees to reasonably cooperate with the Tenant, and to execute any documents that may be reasonably requested by the Tenant to accomplish securing approval for a plat or waiver or plat of the Premises but solely in its capacity as owner. However, any and all costs and/or expenses associated with securing approval for any plat, waiver or plat, and/or any other method of separating the Premises from the Landlord's remaining property, shall be the sole responsibility of the Tenant.

6.11 Notwithstanding anything to the contrary in this Lease, as part of the Landlord's right to terminate this Lease, and re-acquire all or a portion of the Premises, the Landlord shall have the right to plat, or secure a waiver of plat of the Premises, or any portion thereof, and may do so in any configuration, or arrangement that it deems necessary. However, notwithstanding the foregoing, the Landlord shall not have the right to re-acquire any portion of the Premises in which the Tenant has already properly Commenced Construction (unless the Tenant has not timely completed the construction of the applicable Phase as required by this Lease), or where Completion of Construction has occurred. This section shall survive the expiration or early termination of this Lease.

ARTICLE 7
CONDITION OF PREMISES; DEVELOPMENT OBLIGATIONS

7.1 Landlord and Tenant agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, demolition, construction or building permit(s) and/or license(s). Tenant agrees to be solely responsible for the cost to obtain all required or desired permit(s) and/or license(s).

7.2 Tenant agrees that it is solely responsible for securing any necessary land use approvals, zoning regulations, restrictions, rules, laws and ordinances that may be necessary in order for the Tenant to construct and/or maintain the Project.

7.3 Tenant, at its sole cost and expenses, shall familiarize itself with any and all easements or other encumbrances on or about the Premises and shall determine if any such easements or other encumbrances will or will not interfere with the Tenant's planned use of the Premises as an Affordable Housing building(s). Tenant agrees that if any easements and/or other encumbrances exist on the Premises, it shall be the Tenant's responsibility to cause the removal of such easements and other encumbrances, or to design the building(s) and other Improvements in such a manner as to not disturb or interfere with the easements and/or other encumbrances.

7.4 The Parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises prior to obtaining all necessary permits and/or licenses for the occupancy or operation of Phase One of the Project, which shall be strictly utilized for Eligible Occupants (and up to two (2) units in each building, each for a staff person) and for Eligible Occupants and Non-Resident Users using the Community Center. And, if for any reason Tenant loses any necessary permit or license for any reason whatsoever, Tenant shall refrain from such use, occupancy, and/or operation until the Tenant has re-secured, and has in hand, the appropriate permit(s) and/or license(s) which authorize and warrant the use, occupancy, and/or operation of the Premises as contemplated under this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes.

7.5 Tenant acknowledges and agrees that the Premises currently consist of five (5) buildings, which along with vacant land comprises 8.9419 acres of land, and accepts full responsibility to undertake any and all demolition required for the construction of Project consistent with the Permitted Use, and conduct environmental assessments on or about the Premises, and if necessary, clean-up (as determined by any and all federal, state and local laws and regulations) the Premises, at Tenant's sole cost and expense, to a level or amount that will allow for the development of the Project, including the construction of any and all building(s) or Improvements that will comprise the Project, and all other Improvements, including, but not limited to, landscaping, parking, and lighting. Further, throughout the term of this Lease, the Tenant shall also be solely responsible for any and all repair, maintenance, and Improvement to the Premises, and all Improvements, including, but not limited to, complying with the Americans with Disabilities Act (and/or any other law, rule, or regulation), as well as any 40-Year Recertification requirement relating to any newly constructed buildings, or similar obligation, which might be imposed at any time, also addressing any groundwater or soil conditions, structural and/or foundation problems, and air and/or noise quality.

7.6 The Landlord acknowledges and agrees that the Tenant, and any and all of its employees, invitees, agents, tenants, and contractors shall be permitted, or otherwise authorized, to have both ingress and egress access over and upon any roadway, street, and/or path owned and controlled by the Landlord, leading to or from the Premises. The Landlord acknowledges and agrees that, upon the Financing Date, the Landlord shall grant a non-exclusive utilities and access easement for the Tenant, its agents, successors, assigns, employees, invitees, and contractors to have pedestrian, vehicular and utilities ingress and egress access over, under and upon the property described on Exhibit "D" attached hereto. The easement mentioned in the previous sentence shall be co-terminus with the term of this Lease and shall inure to any Sub-lessee hereunder and their respective employees, invitees, agents, tenants, and contractors and shall survive as to any Phase as to which construction has commenced in the event of a partial termination of this Lease. Further, the Tenant acknowledges and agrees that should the Project require that there be an additional access to a street, roadway or thoroughfare, and if the Landlord agrees to grant such access, then the creation of such street, roadway, and/or thoroughfare shall be at the sole cost and expense of the Tenant. The

Tenant hereby acknowledges and agrees that the Landlord is in no way obligated to grant any additional access into, onto, or about the County Property, irrespective of which party is responsible for bearing the cost of creating such access, and any such grant of access by the Landlord shall be in writing, and specifically by the Director of the Community Action and Human Services Department.

7.7 Three (3) years prior to the newly constructed buildings in the Project being required to meet the 40-Year Recertification requirements imposed by any governmental entity, the Tenant shall report to the Landlord on the condition of the Premises, including but not limited to, the condition of any and all Improvements and buildings on the Premises. The tenant shall be responsible for meeting the 40-Year Recertification requirements for any and all newly constructed buildings on the Premises. In addition, the Tenant agrees that commencing upon the thirtieth (30) anniversary of this Lease, the Tenant will begin to report annually to the Landlord the condition of the Premises, including, but not limited to the condition of any and all Improvements and buildings on the Premises. Such report to the Landlord shall describe any maintenance issues which cost more than Twenty-five Thousand ($25,000.00) Dollars to repair, renovate, or otherwise restore, as well as any on-going maintenance issues that are difficult to remedy, and any structural issues to any of the buildings or Improvements. The Tenant shall deliver to Landlord its annual budget by January 15 of each year, which budget shall include evidence for any and all capital repairs and maintenance exceeding $25,000 , along with a statement from the Tenant describing when such capital repairs will be performed by within such year. Any failure by the Tenant to timely and accurately report the condition of the Premises, as described in this Section 7.7, to the Landlord, the Landlord shall first send a notice to the Tenant reminding the Tenant of its ongoing duty and obligation to inform the Landlord of the condition of the Premises, along with the buildings and Improvements thereon, and should the Tenant continue to fail to timely and/or properly inform the Landlord, then it shall be an event of default under this Lease.

ARTICLE 8
TAXES AND UTILITIES

8.1 Tenant understands and agrees that as a result of the Landlord's ownership of the Premises, the Premises currently does not incur any ad valorem taxes. However, during the term of this Lease, consistent with Sections 5.1, the Tenant shall be solely responsible for any tax, charge, capital levy, imposition, or excise that is assessed or otherwise imposed on the Premises, the leasehold interest, any Improvements, and/or the Rent. The Tenant shall be responsible for and shall pay, before delinquency, all municipal, county, or state taxes assessed against any occupancy interest or personal property, of any kind or nature, owned by or placed in, upon, or about the Premises. Further, the Tenant covenants and agrees to pay, without notice or demand and without set-off, abatement, suspension or deduction, any and all taxes, payments in lieu of taxes, betterment assessments, water, electric, sewer, telephone and other utility charges for the Premises and/or any buildings and/or Improvements thereon. Tenant further covenants and agrees to pay without notice or demand and without set-off, abatement, suspension or deduction, all other costs, general and special, ordinary and extraordinary, foreseen and unforeseen, which are due and payable during the term of this Lease, at any time imposed or levied against the Premises and/or any buildings and/or Improvements thereon. All such payments shall be made no less than five (5) calendar days prior to the last date on which the same may become delinquent and be paid without penalty.

8.2 Tenant will furnish to Landlord, once per year, concurrently with evidence of its not-for-profit status, proof of payment of all items referred to in Section 8.1, which are payable by Tenant, including, but not limited to the payment of any taxes or payments in lieu thereof. Tenant shall provide evidence to the Landlord on an annual basis of payment by the Tenant of all impositions of costs, special assessments on the Premises and the Project including any applicable real estate taxes no later than thirty (30) days after the payments are due and/or paid.

8.3 If Tenant shall elect to contest the payment of any taxes, Tenant may make such payment under protest, or if postponement of such payment will not jeopardize the Landlord's title or interest in or to the Premises, or subject Landlord to the risk of any civil liability or penalty as determined in the sole and absolute discretion of the Landlord, Tenant may postpone the same to contest the amount of such taxes, but only if such postponement is done in accordance with the then-Applicable Laws, rules and regulations. If Landlord then so requires, Tenant shall secure the full amount of the taxes levied and the interest and penalties thereon and the costs of the proceedings or suit on the determination of whether the amount of the taxes is appropriate, by causing to be delivered to the Landlord in the form of a bond or other security, in the form satisfactory to Landlord, which amount Landlord shall hold in its general account during the pendency of the proceedings. Landlord shall return any amounts remaining, without interest, within thirty (30) days of the conclusion of the proceedings, which Landlord did not use to pay the taxes, interest, or penalty. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any and all costs and expenses incurred on account of Tenant's protest and participation in such proceedings and/or as a result of Tenant's failure to timely pay taxes and other related charges with respect to the Premises and/or any buildings and/or Improvements thereon. Tenant shall promptly furnish the Landlord with a copy of any notice of all events and actions as they relate to the proceedings and/or suits.

8.4 Tenant, at its sole cost and expense, shall install or cause to be installed, in its own name, any and all utilities, including necessary utility connections between the Premises, including for any and all buildings thereon, existing or to be constructed or erected on the Premises. Such utilities shall include, but not limited to, the water, sanitary and storm drain lines and/or any mechanical and/or electrical lines or conduits and any other utility lines, pipes, or wiring. Further, the Tenant shall promptly pay for any and all invoices associated with any and all utilities. Tenant shall pay for the additional cost, if any, of locating and installing new facilities for sewer, water, electrical, and other utilities as needed to service the Premises. The Parties agree that as part of Tenant's duties, the Tenant shall, at its sole cost and expense, install, extend, relocate and/or upgrade any utility lines leading to and from the Premises as may be necessary for or related to the Project. The Landlord shall cooperate with Tenant, to the extent that the Landlord, as owner of the Premises, will need to participate or join in agreements or contracts through its County Mayor or Mayor's designee but not subject to Board approval, grant easements to utility providers for such installation, extension, relocation, and/or upgrade of utility lines to occur, so long as Landlord shall not be required to expend or incur any sum, or incur any obligation, to cooperate with Tenant. Unless such agreements, contracts or utility easements are to encumber Landlord's Fee Simple interest in the Premises, and thus Landlord is required to participate or join in such agreements, contracts or utility easements, Tenant or the applicable Sub-lessee may execute any and all agreements, contracts or utility easements necessary for the installation, extension, relocation and/or upgrade of utility lines, so long as Landlord shall not be required to expend or incur any sum, or incur any obligation for such utility lines. Should Landlord consent or joinder be required, Landlord consent or joinder may be provided by the County Mayor or the County Mayor's designee without the need for any further approval from the Board of County Commissioners.

ARTICLE 9
CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS

9.1 Tenant, at its sole cost and expense, shall, at a minimum, perform any and/or all of the pre-construction and construction work necessary to construct the Project. Tenant shall provide evidence of connection to the sanitary sewer system or plans and specifications for the same if the Premises is not currently connected. Commencement of Construction is prohibited without providing evidence of the required sanitary sewer connection pursuant to Resolution No. R-365-21. Subsequent to the Commencement of the Construction, Tenant shall submit quarterly notarized status reports to the Internal Services Department with a copy to the District Commissioner (District 11), of Tenant's progress with respect to compliance with development and construction milestones of the Project.

9.2 Tenant understands and agrees that it is solely responsible to procure any and all construction and related services in strict compliance with any and all local laws, rules and/or regulations, and ordinances pertaining to constructing a sustainable or "green" building(s) on the Premises 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 Premises. As a direct result of the Tenant's commitment to construct a sustainable building(s), the Tenant further agrees to the following:

a) The Tenant is required at its sole cost and expense to construct the Affordable Housing building(s) in accordance with the County's Sustainable Buildings Ordinance and Program, codified at section 9-71, et. al. of the Code of Miami-Dade County, Florida and Implementing Order 8-8 (collectively referred to as "Sustainable Buildings Program"), and to at least a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED"). If there is a conflict between the requirements of the laws and ordinances relating to the Sustainable Buildings Program and the obligations set forth in this Lease, the Tenant hereby agrees that it shall comply with the more stringent and exacting standards. 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 construction of the Affordable Housing building(s) 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 Affordable Housing building(s), while simultaneously making any and all other Improvements and the remaining area environmentally responsible. The Landlord and Tenant acknowledge and agree that, in accordance with the Sustainable Buildings Program, the Landlord's Sustainability Manager has approved the Tenant to use the ICC 700 National Green Building Standard for Phase One of the Project and that such standard is an approved substitute for any LEED Silver requirements for Phase One of the Project.

9.3 Additionally, the Tenant hereby agrees to employ and otherwise incorporate other sustainable practices in the design and construction of the Affordable Housing building(s) and other Improvements on the Premises, including, but not limited to the following or other sustainable practices agreed to by the Tenant and the Landlord's manager of the Landlord's Sustainable Buildings Program:

a) Install, operate and maintain electric vehicle charging stations on the Premises, to serve the residents and the general public. At minimum, the number of electric vehicle charging stations on the Premises shall meet or exceed the number of electronic vehicle charging stations required by the zoning code.

b) For Phase Two and Phase Three of the Project, evaluate the impact of any sea level rise that may occur to the Premises and/or surrounding area, and implement a design plan that takes into account the effects of such sea level rise on the infrastructure for the Affordable Housing building(s), other Improvements, and Phase Two and Phase Three of the Premises.

c) For Phase Two and Phase Three of the Project. install energy-efficient "cool roof," also known as a reflective roof (or green roof) on the Affordable Housing building(s) and all other improvements on Phase Two and Phase Three of the Premises, pursuant to the Landlord's Resolution R-1103-10.

d) The energy usage and carbon emissions shall be measured, tracked, managed and benchmarked, annually, at minimum, through the use of applicable building energy usage tracking and management tools, in an effort to reduce and/or improve the use of energy and carbon emissions.

e) Purchase, install and utilize Energy Star products for all purchases for all appliances and air conditioning systems for which the Energy Star program has certified products and/or established standards.

f) The Tenant shall avoid or otherwise eliminate the purchase of disposable polystyrene products, and instead purchase and utilize environmentally responsible products and services, on, in, and about the Affordable Housing building(s), any Improvements, and Premises. The Tenant hereby acknowledges and agrees that reusable items are preferred (made of recycled content and plant-based), and disposable items shall be compostable, and no Styrofoam (polystyrene foam) products are permitted on the Premises, unless no alternative is available.

g) In the event that the Eligible Occupants will be charged for water usage, the Tenant shall install and maintain a comprehensive system for re-metering of water service and invoicing in the Affordable Housing building(s) (i.e., the installation of submeters for each unit), in order to ensure that the billing for water service in the various apartments is just (accurate), so that the residents are charged fairly for the water services provided.

h) For Phase Two and Phase Three, perform a study to evaluate the capacity and feasibility of installing solar panels and/or other solar generating energy products and/or technology to produce electricity and/or hot water in the Affordable Housing building(s). Such study shall include a cost benefit analysis, opportunities to sell or net-meter the energy output, the return on investment, and low-interest financing opportunities to install such solar technology. The Tenant shall provide a copy of such study to the Landlord's Office of Resilience.

i) The Tenant shall be solely responsible for maintaining the indoor air quality within the Affordable Housing building(s) and the individual apartments. The Tenant hereby agrees that the indoor air quality in the Affordable Housing building(s) and the individual apartments shall meet or exceed all national ambient indoor air quality standards, as set forth by the Environmental Protection Agency ("**EPA**") and the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("**ASHRAE**"), particularly regarding human exposure to air pollution. The Tenant hereby recognizes and acknowledges that abiding by the strict standards and guidelines pertaining to indoor air quality is a fundamental element for the resident's environmental health and safety.

j) The Tenant shall seek to increase the percentage of tree canopy on the Premises, which shall, to the greatest extent feasible, meet the level of having thirty (30%) percent landscape and tree canopy coverage on the Premises. The County shall make trees available to Tenant, at no cost to the Tenant for the provision thereof, in order to assist Tenant in acquiring sufficient trees to meet its obligation under this sub-section.

9.4 Beyond the legally required sustainability measures, the Tenant specifically agrees to consider additional areas or means to improve and/or protect the environment with regard to the construction project, and inform the Landlord of any and all such additional methods or ways that the Tenant will utilize "green building standards" in the design and construction of the Affordable Housing building(s) in an effort to achieve the important goals of creating a healthy place to live and work as well as an environmentally responsible development in the community.

9.5 Prior to the Commencement of Construction, the Tenant must deliver all Plans and Specifications, including the construction documents, and scheduling for the construction, including construction fencing, landscaping and/or other Improvements, which will all be commenced and completed at Tenant's sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services Department, and the Director of the Community Action and Human Services Department for written approval at least ninety (90) days before the Commencement of Construction of any such work.

9.6 Upon the Landlord's initial receipt of each of the Plans and Specifications, as described above in Section 9.5, the Landlord, and specifically the Director of the Internal Services Department and the Director of the Community Action and Human Services Department, shall review the same, reasonably and in good faith, and shall, within fifteen (15) calendar days after receipt thereof, advise the Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of disapproval, Tenant shall, within fifteen (15) calendar days after the date Tenant receives such disapproval, make those changes necessary to meet the Landlord's stated grounds for disapproval. Upon the Landlord's receipt of the revised Plans and Specifications showing the changes requested by the Landlord, the Landlord shall review the same, reasonably and in good faith, and shall, within fifteen (15) calendar days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval.

A. As an alternative to revising the Plans and Specifications upon receipt of the Landlord's disapproval of the initial submission, the Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the Plans and Specifications should not be changed or modified, in which case, within fifteen (15) calendar days of such request for reconsideration, the Landlord shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, Tenant shall resubmit revised Plans and Specifications to the Landlord within fifteen (15) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by the Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall in good faith attempt to resolve any disputes concerning the Plans and Specifications in an expeditious manner. If the Landlord shall have approved any aspect of the Plans and Specifications in an earlier plan submission, and no portion of the revised Plans and Specifications has affected the earlier-approved aspect, absent extenuating circumstances, the Landlord shall not have the right to disapprove that which it approved earlier, unless it is determined by the Landlord that such Plans and Specifications fails to comply with applicable law(s) and/or ordinance(s).

B. Following completion of the Plans and Specifications approval process, as described in this Section 9.6, the Landlord's approved Plans and Specifications for the Project, or any addition thereto, shall be the construction documents for the Project. The Landlord's approval shall be in writing and each party shall have a set of construction documents signed by all Parties as approved. In the event of any material change that occurs after approval of the construction documents for the Project, including any addition thereto, the Tenant must then resubmit the changed portion of the construction documents to the Landlord for the Landlord's reasonable approval (irrespective of whether the change is required by another Miami-Dade County department as part of the permitting process).

9.7 Tenant shall cause any and all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using materials as specified by the Plans and Specifications, and with as little interference as practicable to the affairs of nearby residences and/or businesses.

9.8 Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises. The Tenant, is further required to secure a payment and performance bond, in accordance with Section 255.05, Florida Statutes, to guarantee the timely payment of any and all laborers and materialmen, as well as the timely and proper construction of the Project. Such payment and performance bond will be delivered to Landlord prior to Commencement of Construction. The amount of such bonds shall be equal to the construction costs of each Phase of the Project, prior to the commencement of such Phase.

9.9 Tenant acknowledges and agrees that the Landlord, in its capacity as Landlord under this Lease, currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities necessary or otherwise related to the pre-construction and/or construction of any structure(s) and/or Improvements on or about the Premises during the term of this Lease.

9.10 If Tenant's construction activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil and/or groundwater, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination, or damage; (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, at the Tenant's sole cost and expense; and (3) to indemnify, defend, and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

9.11 Except as set forth in Section 9.12 of this Lease, all leasehold improvements made by Tenant, including, but not limited to anything erected or installed on or about the Premises at any time during the term of this Lease, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the Expiration Date or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold improvements shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant. Notwithstanding the foregoing, the Improvements, including fixtures, trade fixtures and equipment placed in, on or upon the Premises by Tenant (or its permitted Sub-lessees) (collectively, the "**Tenant Improvements**"), will be or become part of the Premises, but such Tenant Improvements will be owned by Tenant (or its permitted Sub-lessees) until the expiration or earlier termination of the Term of this Lease including any applicable extension periods, and during such Term, Tenant (or its permitted Sub-lessees) alone will be entitled to the tax attributes thereof, including, but not limited to, all depreciation deductions or cost recovery deductions and the right to amortize costs and low income housing tax credits or historic tax credits or other federal or state benefits for income tax purposes relating to the applicable Phase. At the expiration or earlier termination of the Term of this Lease or any portion thereof, subject to Section 29, Tenant will peaceably leave, quit and surrender the Premises and the Tenant Improvements thereon, subject to the rights of tenants in possession of residential units under subleases with Tenant (or its permitted Sub-lessees), provided that such tenants are not in default thereunder and attorn to Landlord as their lessor. Upon such expiration or termination, the Premises and the Tenant Improvements thereon will become the sole property of, and title to such Tenant Improvements will vest with, Landlord at no cost to Landlord and will be free of all unpermitted liens and encumbrances and in good condition and working order.

9.12 Subject to the provisions of Section 9.11 of this Lease, Tenant's introduction of any supplies and/or equipment to the Premises, which personal property can be removed without damage to the Premises, shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Lease.

9.13 Landlord and Tenant agree that in an effort to protect the Landlord in the event Tenant defaults under this Lease, Tenant grants to Landlord a security interest in all of the Tenant's personal property, including, but not limited to, all goods, equipment, and supplies belonging to the Tenant which are placed on or about the Premises during the term. Said security interest shall secure all amounts to be paid by Tenant to Landlord under this Lease, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys' fees, expert witness fees and court costs. However, notwithstanding the foregoing, and consistent with Section 29.10 of this Lease, the Landlord agrees that should any of the Tenant's personal property, and/or trade fixtures be in fact collateral for a loan, then the Landlord's rights to such personal property and/or trade fixtures shall be subordinate to the rights and interest of the other governmental authorities and/or the Lending Institution. Further, in the event that a governmental authority and/or a Lending Institution requires or requests evidence of the Landlord's waiver, in accordance with this Section, then the Landlord, by its County Mayor, or County Mayor's designee, will provide such evidence, consisting of a letter to such governmental authority and/or a Lending Institution.

9.14 Prior to commencing any construction and/or repairs valued at over One Hundred Thousand Dollars ($100,000.00) to the Premises, or purchasing any materials, supplies, and/or services, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment bond and performance bond, or such other alternate form of security acceptable to the Landlord, any or all of which meets the requirements of Section 255.05, Florida Statutes, not less than ten (10) days prior to the anticipated Commencement of the Construction and/or repairs. Said payment and performance bond shall be in favor of the applicable Sub-lessee with the Landlord listed as a dual obligee, the form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the construction of the Project, including any addition thereto, or in instances of repair valued at over One-Hundred Thousand Dollars ($100,000.00), the total cost associated with the repair project regardless of the source of funding. The payment and performance bond shall name Landlord as an additional obligee on the multiple obligee rider attached to the payment and performance bond, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as to the Community Action and Human Services Department. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bond shall be maintained in full force and effect for the duration of any construction and/or repair project. This Section 9.14 only applies to the construction of the Improvements that constitute the Project and shall not apply to the ongoing maintenance of the Project.

9.15 The Tenant hereby acknowledges that in accordance with the Landlord's rules and regulations, all privately funded construction with a total value over Two Hundred Thousand Dollars ($200,000.00) must comply with Sections 10-33.02 and 2-10.4.01 of the County Code of Miami-Dade County ("Code"), which governs, respectively, the Landlord's Community Small Business Enterprise ("CSBE") program, and the Community Business Enterprise ("CBE") Program for Architectural, Landscape Architectural, Engineering, and Surveying and Mapping Professional Services. As a result, the Tenant hereby agrees to timely submit, or cause to be submitted, any design and construction packages, to the Small Business Development Division of the Internal Services Department ("SBD") prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. The Tenant further agrees that all design and construction packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above-mentioned sections of the Code.

9.16 Tenant shall comply, and shall cause its contractors to comply with the County's applicable Responsible Wages, Residents First Training and Employment, and First Source Hiring programs, as set forth in Sections 2-11.16 and 2-11.17 of the Code, and Administrative Order No. 3-63. Tenant shall require that its contractor(s) shall, at a minimum, use the County's Small Business Division'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.

9.17 The Parties hereby acknowledge and agree that it is in the best interests of the Parties for the Tenant to place on any and all signs, posters, billboards, and announcements relating to the Project, evidence of the Landlord's involvement in the Project, including, but not limited to placing the Landlord's logo and/or insignia on such signs, posters, billboards, and announcements, as well as specifically referencing the contribution of the Community Action and Human Services Department. Any and all such signs, posters, billboards, and announcements shall be first approved by the Landlord, specifically by the Director of the Community Action and Human Services Department, before such material is made available to the general public and no billboards shall be erected on the Premises. Alternatively, the Director of the Community Action and Human Services Department shall be authorized to provide a blanket type approval to the Tenant for certain signs, posters, billboards, and announcements, thereby alleviating the need for individual approvals by the Landlord. Further, the Parties acknowledge and agree that the purpose of such strategic marketing is to notify the general public of the collaboration between the Parties to timely bring the Project to fruition.

9.18 In the event that the Tenant has failed to plat the Premises to separate the Phase One of the Project, from any subsequent project, the Landlord shall be free to plat or secure a waiver of plat for the unencumbered and/or undeveloped Premises, or any portion thereof, in order to terminate this Lease on any portion(s) of the Premises that is unencumbered and/or undeveloped.

Should Landlord undertake to perform such work, to plat or secure a waiver of plat, Landlord shall be permitted to secure reimbursement from the Tenant for any and all of the cost and expense associated with such work. And, upon any request by the Landlord, in furtherance of the foregoing, Tenant shall: (a) secure and maintain a surety bond, at its sole cost and expense, with the Landlord as obligee, in an amount equal to the cost to plat, or secure a waiver of plat, for the unencumbered and/or undeveloped Premises, which is subject to the Landlord's reversionary interest; and (b) Tenant shall provide the Landlord with evidence of said surety bond, and (c) said bond shall include a clause stating that it shall not be modified or changed without sixty (60) days advance written notice to the Landlord, and (d) said bond shall be written through surety insurers meeting the requirements of Section 287.0935, Florida Statutes, whether or not such statute is technically applicable to this matter. Landlord and Tenant further agree that Landlord shall determine the cost to plat, or secure a waiver of plat, for the Premises, or any portion thereof, which amount shall be the amount of the surety bond secured by Tenant. Further, should the Landlord, after being notified in writing by Tenant that the surety bond is about to expire, fail to provide the Tenant with a new amount for such pending costs within thirty (30) days, the Tenant shall maintain the surety bond in the exact same amount as the previous surety bond.

ARTICLE 10
MAINTENANCE AND REPAIR

10.1 Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease, or any extension or renewal thereof, at its sole cost and expense, the Premises, and any and all infrastructure (utility lines, pipes, wiring) leading to or from the Premises, above ground or below ground, as well as any and all vegetation, including, but not limited to, all grass, hedges, trees, and plants which are, now or in the future, on the Premises. However, in accordance with the Project, Tenant may demolish the Existing Buildings on the Premises to make way for the Improvements associated with the Project.

10.2 Tenant, at its expense, shall maintain and keep the Premises, including, but not limited to, all current and future parking areas, pathways, and/or walkways adjacent to or leading to or from any building or Improvements which may be constructed on the Premises, and any and all sidewalks on the Premises, free from debris, trash, rubbish and/or graffiti.

10.3 With regard to the general maintenance and occupancy of the Premises, Tenant will, at its expense: (a) maintain the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all pre-construction, and construction activities, and/or mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could unreasonably disturb adjacent landowners or occupiers; (f) prevent (to the greatest extent possible) any objectionable odors and minimize any dust emanating from or being dispelled from the Premises; and (g) comply with and observe all rules and regulations established by the Landlord from time to time which relates to the Tenant's occupancy on the Premises (as such rules and regulations are reasonably applicable to all of the Landlord tenants on the County's Property). Further, should the Tenant fail to properly maintain the Premises, the Landlord may elect to clean, remove any trash or rubbish, or otherwise maintain the Premises. Should the Landlord elect to clean, remove any trash or rubbish or otherwise maintain the Premises, the Landlord shall invoice the Tenant the amount of the cost associated with such maintenance, which cost shall be deemed as Rent under this Lease, and payable by the Tenant within thirty (30) days of any invoice from the Landlord.

10.4 Any damage or injury sustained by any person due to the work of the Tenant or any of its agents or contractors, or due to the maintenance of any mechanical equipment, and/or because of the operation or existence of any mechanical, electrical, plumbing, or other equipment of Tenant, or the installation of such, shall be the sole responsibility of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to reasonable attorneys' fees, other professional fees, and any other cost which Landlord may incur.

ARTICLE 11
DESTRUCTION OF BUILDINGS AND IMPROVEMENTS

11.1 Tenant shall be responsible for and shall repair any and all damage caused to the Premises and/or any structure(s) and/or Improvements on or about the Premises, regardless of the source or cause of such damage, starting from the Financing Date. Further, the Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises and/or any building or Improvement on or about the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, Improvements and/or any structure. However, in accordance with the Project, Tenant, at its sole cost and expense, may demolish the Existing Buildings to make way for the Improvements associated with the Project.

11.2 After Completion of Construction, in the event the Premises, including the buildings and Improvements thereon, should be completely destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant, the Tenant may cancel this Lease but only after entering into an agreement with the Landlord regarding the cost to immediately repair any damage and/or remove any trash and/or debris, and resettling any and all residents in the Affordable Housing building(s) to a new location. Tenant agrees that prior to cancelling this Lease; the Tenant shall be solely responsible for permanently relocating any and all residents/occupants from any and all Affordable Housing buildings on the Premises. If the Premises is partially damaged, but the Premises is not rendered completely unusable for the purposes of this Lease, the same shall be repaired by Tenant within a reasonable period of time from proceeds of the insurance coverage and/or at its own cost and expense, including being solely responsible for temporarily relocating or moving any and all residents/occupants from any and all buildings on the Premises. If the damage to the Premises shall be so extensive as to render it unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by

Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense, including the costs associated with temporarily relocating or moving any and all tenants of the Affordable Housing building(s). In the event that the Premises, including any buildings and/or Improvements, and/or nearby building(s) or structure(s) or improvements are damaged or destroyed, after Completion of Construction of the entire Project, due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), and/or contractor(s), the Tenant shall be solely liable and responsible to repair and/or compensate the Landlord for such damage or loss, at the Landlord's selection, and for any cost or expense associated with relocating all of the residents/occupants, both temporarily and permanently, any and all residents/occupants of the Affordable Housing building(s), unless this Lease is terminated, then in such event, in addition to any relocation, the Tenant shall remove any and all debris, rubble, and remaining building(s), to the Landlord's satisfaction, and restore the Premises to its original condition. Notwithstanding the foregoing, should the Premises, including any Affordable Housing building(s) thereon be damaged through no fault of the Tenant, or any of the Tenant's employees, vendor(s), agent(s), and/or contractor(s), and depending upon the remaining term of this Lease, the Tenant shall be permitted to seek a reduction in the requirement repair or rebuild any or all of the damaged Affordable Housing building(s), and such shall be negotiated between the Tenant and the Landlord, but in no event shall the Tenant be permitted to keep or otherwise retain the proceeds from any insurance policy for its use.

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.1 With the written consent of Landlord first obtained in each case, through its Board of County Commissioners, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease or the term of this Lease, which consent may be withheld in Landlord's absolute discretion (except for Tenant's rights to sublease, or mortgage its leasehold interest in the Premises consistent with Article 29 of this Lease) ("**Transfer**"). This prohibition includes, but is not limited to: (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state action, bankruptcy, insolvency, or other proceedings. Except as otherwise provided in Article 29 of this Lease, in no event shall Tenant be permitted to assign or sublet the Premises to any entity, for any purpose whatsoever, that fails to meet the requirements of Section 125.38, Florida Statutes. Tenant shall provide the Landlord with a written request for Landlord's approval of any desired Transfer under this subsection at least ninety (90) days prior to the date of the desired Transfer with the legal name of the entity or entities to receive the Transfer, disclosure of the name and address of all of their owners and principals, and any other information reasonably requested by the County to include evidence of past experience and financial stability consistent with the provisions of Section 29.10 herein.

12.2 Notwithstanding the prohibition in Section 12.1, the Landlord further expressly agrees to allow the Tenant to sublease all or a portion of the Premises or assign this lease to The Village of Casa Familia, Ltd., a Florida limited partnership, and to any entity which is considered a "Non-Profit" entity for federal low-income tax credit purposes in which the Tenant has at least the 51% interest in such entity's general partner or developing member that agrees to comply with the provisions of this Lease, all as more particularly described in this paragraph ("**VCF**"), provided that VCF operates the Premises consistent with the terms and conditions of this Lease. It is anticipated that the Tenant shall, directly or indirectly, be the fifty-one percent (51%) owner of the developer entity which shall qualify as "Non-Profit" for purposes of securing financing from the Florida Housing Finance Corporation. "Non-Profit" for the purposes of this Lease means a qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 502(c)(3) or 501(c)(4) of the Internal Revenue Code, and organized under Chapter 617, Florida Statutes, if a Florida corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis, which owns at least fifty-one (51%) percent of the ownership interest in the Project held by the general partner or developing member entity, which shall receive at least twenty-five (25%) percent of the Developer Fee, and which entity is acceptable to the federal and state agencies and financial institutions as a sponsor for Affordable Housing, as further described in Rule 67-48.0075, Florida Administrative Code. The parties agree that any assignment or sublease by the Tenant must be to a not-for-profit entity, which is chartered to operate (do business) in the same manner as the Tenant. Tenant shall provide the Landlord with written notice (a "**Notice of Sublease**") of all subleases entered into pursuant to this section along with the legal name of all Sub-lessees and the address within 10 days of such sublease (such Notice of Sublease may also include the name and address of any applicable Equity Investor(s) and Sub-leasehold Mortgagee(s)).

12.3 All obligations of the Landlord with respect to Sublessees, Sub-leasehold Mortgagee(s) and Equity Investors, including but not limited to those in Article 29, shall be effective only and to the extent that the Landlord has been provided with written notice of same as herein required."

ARTICLE 13
LIABILITY FOR DAMAGE OR INJURY; NO LIABILITY FOR PERSONAL PROPERTY

13.1 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, subject to the limitations of Florida Statutes, Section 768.28.

13.2 All personal property placed on or moved in the Premises shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant or any owner of such personal property for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 14
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

14.1 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary, to protect the Tenant, its guests, licensees, any and all Eligible Occupants, and/or Non-Resident Users, as well as the Premises.

ARTICLE 15
LANDLORD'S RIGHT OF ENTRY

15.1 Landlord acknowledges and agrees that the Tenant may maintain a policy relating to visitors and other invitees onto the Premises, and/or into any buildings and/or structures on the Premises, and such policy may include verification of identification. As a result, the Landlord's employees and/or agents, after Completion of Construction, may be required to undergo a brief verification of their employment with the Landlord prior to entering into any building or structure on the Premises. Landlord, or any of its employees and/or agents shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior written notice, to examine the Premises, including any building or structure thereon, or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall exist for the routine purpose of ensuring that the Premises is safe, and that the Tenant's operations are consistent with the terms and conditions of this Lease. Notwithstanding the foregoing, the Landlord, without prior notice or warning to the Tenant, shall always be permitted to enter the Premises, including any buildings or structures thereon, to make such safe in the event of an emergency, as solely determined by the Landlord.

15.2 Upon completion of the Project, the Parties acknowledge and agree that the Landlord, specifically including (but not limited to) any duly authorized employee of the Community Action and Human Services Department, and/or any employee from the Miami-Dade County Department of Audit and Management Services, and/or any employee from the Miami-Dade County Department of Public Housing and Community Development or the departments' duly authorized agents, or successor departments, shall have the right and privilege to enter the Premises, with forty-eight (48) hours' prior written notice, at any time during the normal business hours, to inspect the books and records of the Tenant regarding the rental of any residential unit(s), and to otherwise inspect the use of the Premises, and any Improvements thereon, to determine whether or not the restrictions regarding the Project are being fully complied with by the Tenant, and/or its successors or assigns. The Landlord shall have the right to review any and all tenant applications, leases, rent rolls, and to request such other proof as necessary to determine if the Tenant is complying with all of the Affordable Housing requirements described in this Lease, and to make certain that all of the residents meet the requirements of being Eligible Occupants (except for up to two (2) units in each building that are earmarked for staff). The Tenant agrees that it shall incorporate in any and all of the residential lease agreements with the residents that the Landlord shall have the right to review and inspect leases, resident applications, rent rolls and similar information and documentation. Further, at the Landlord's discretion, the Landlord may require the Tenant to bring or deliver any of the aforementioned books and records to the Landlord's office location, so that the Landlord may conduct its inspection, review, or audit at its offices.

ARTICLE 16
PEACEFUL POSSESSION

16.1 Subject to the terms, conditions, and covenants of this Lease, Landlord covenants and agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by the Landlord.

ARTICLE 17
SURRENDER OF PREMISES

17.1 Tenant agrees to surrender to Landlord, upon the Expiration Date, or any extension or renewal thereof, or any early termination, or cancellation of this Lease, the Premises in as good condition as the Premises was at the beginning of the term of this Lease, including any Improvements thereon, ordinary wear and tear excepted. Notwithstanding the foregoing it is understood and agreed that some or all of the Existing Buildings on the Premises may be demolished in order to construct the required Affordable Housing building(s) on the Premises, and should such Existing Building be demolished there will not be an obligation to rebuild such building, or otherwise to restore such buildings on the Premises. In addition, upon the Expiration Date, or any extension thereof, or upon any early termination or cancellation of this Lease, subject to the requirements of this Lease, any structures and/or Improvements constructed on the Premises shall remain on the Premises, and shall become the sole property of the Landlord, without any payment or obligation to Tenant.

ARTICLE 18
INDEMNIFICATION AND HOLD HARMLESS

18.1 Tenant shall and shall cause each applicable Sub-lessee to indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord 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: (a) the negligent performance of this Lease and/or (b) violations of any Applicable Laws that govern the design, development, construction, funding, operations, management and residency of the Project by the Tenant or its employees, agents, servants, partners, principals, or subcontractors, except to the extent relating to or arising out of the gross negligence or willful misconduct of Landlord or its employees, agents, servants, or principals. 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 Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided or secured by Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 19
FORCE MAJEURE EVENTS

19.1 Tenant and/or the Landlord shall be excused for the period of any delay for a time period not to exceed one (1) year and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by Force Majeure. The provisions of this section shall only apply if the delayed party complies with the following requirements: (a) when the delayed party has knowledge of the existence of a delay resulting from a Force Majeure event, such party shall give prompt written notice thereof to the other party, but in no event later than forty-five (45) days of the event giving rise to the Force Majeure, (failing which, this section shall be waived with regard to such event) and (b) the delayed party shall take commercially reasonable steps to attempt to mitigate all delays and the Force Majeure event and to remove, resolve or otherwise eliminate such occurrence while keeping the other party advised with respect thereto, and shall commence performance of its obligations hereunder promptly upon such removal, resolution, or elimination. The Landlord or Tenant, as applicable, shall only be entitled to an extension of time, equal to the exact same period of the Force Majeure delay to complete its duty to perform under the terms and conditions of this Lease and, notwithstanding any provision to the contrary in this Lease, in no event shall delays caused by Force Majeure extend any of the deadlines, milestones and/or date for performance set forth in this Lease by a time period greater than one (1) year.

ARTICLE 20
SUCCESSORS IN INTEREST

20.1 It is acknowledged and agreed between the Parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding upon the respective successors and assigns of the respective Parties, the same as if they were in every case named and expressed.

ARTICLE 21
TERMINATION

21.1 TERMINATION BY LANDLORD: The occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:
A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the Tenant.

2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.

3) Assignment of Lease by Tenant for the benefit of creditors, except for Lender's right to operate as described in Article 29 (Tenant's right to mortgage its leasehold interest).

B. Termination after ten (10) calendar days' written notice by the Landlord to Tenant for doing any of the following:

1) Non-payment of any sum or sums due under this Lease after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

2) Notice of any condition posing a threat to health or safety of the public and not remedied within the ten (10) day period from date of written notice.

C. Termination after thirty (30) calendar days' written notice to Tenant for the reason(s) as set forth below:

1) Failure of Tenant to maintain its not-for-profit tax status.

2) Tenant fails to occupy, vacates, or abandons the Premises, or otherwise ceases or discontinues its operations on the Premises, consistent with Section 28.3.

3) Non-performance of any covenant of this Lease or default arising from the Tenant's failure to keep, observe and/or perform any of the terms contained in this Lease, including Subsection 21.1.C(1) and (2) above, excepting the non-payment of Rent and other matters listed in Section 21.1 A and B above, and should such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Leasehold Mortgagee, Sub-lessee, and Sub-leasehold Mortgagee who shall have notified Landlord of its name, address and interest prior to such notice; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default. Should Landlord fail to notify the Leasehold Mortgagee, Sub-lessee, and Sub-leasehold Mortgagee in accordance with the terms of this sub-section 3), it shall not prevent Landlord from taking any action against Tenant, but the rights of any Leasehold Mortgagee, Sub-lessee, and Sub-leasehold Mortgagee under this Lease shall remain unaffected until it receives notice in accordance with this sub-section. Along with any notice of default issued to Tenant, Landlord must provide written

notice to any applicable Equity Investor, any applicable Sub-lessee and any applicable Sub-leasehold Mortgagee and such entities shall have the right to cure any such breach of the Lease in the timeframe set forth in this Subsection 21.1.C(3) or such other time frame set forth in the Lease if such other timeframe is longer. Notwithstanding and prevailing over any other provision in this Lease to the contrary including this Subsection 21.1.C(3), no default shall continue in excess of one (1) year from the date of the County's notice and should any default continue in excess of one (1) year, then, even after and notwithstanding the prompt, diligent and good faith pursuit of actions to cure such defaults, this Lease and the rights of Tenant and any Leasehold Mortgagee, Sub-lessee, Equity Investor, and Sub-leasehold Mortgagee hereunder shall terminate. Upon a foreclosure of deed in lieu of foreclosure by any Sub-leasehold Mortgagee, such mortgagee shall not be required to cure any event of default that is personal to the applicable Tenant or Sub-lessee which such mortgagee is not able to cure.

4) A partial termination of any portion of the Premises not being utilized by the Tenant, in the sole discretion of the Landlord, as more specifically set forth in Section 3.4 herein.

5) Subject to Force Majeure and the provisions of Article 19 and Section 6.6, failure of Tenant to Complete Construction of Phase One by December 31, 2025, or to Complete Construction of the entire Project by the Outside Completion Date.

D. Subject to the Force Majeure provisions as set forth in this Lease, in the event that the Tenant fails to timely Complete Construction of Phase One of the Project (by December 31, 2025), and/or fails to timely Complete Construction of the Project by the Outside Completion Date, and the Landlord elects to not terminate this Lease, the Tenant shall pay to the Landlord a the amount of the Liquidated Damages on a monthly basis, per month for failure to timely Complete Construction of the Project. In either instance, payment to the Landlord shall be due and begin on the first day of the month following when construction of the Phase or Project was required to be completed. For each month that the Tenant pays Liquidated Damages, the deadline to complete the applicable construction shall be extended by one month; provided, however, that Landlord has no obligation to accept Liquidated Damages at any time and may instead elect to exercise its right to terminate this Lease.

E. If an event of default by the Tenant shall occur, the Landlord, at any time after the appropriate cure period has expired, shall be permitted to give written notice to the Tenant and any Leasehold Mortgagee, Subleasee, or Subleasehold Mortgages who has appropriately notified the Landlord in accordance with Article 29, that the Lease has been terminated.

F. Tenant's failure to obey any and all criminal laws pertaining to fraudulent acts and/or activity relating to the development, construction, and/or renovation of any type of building or structure shall be a default of this Lease. The Tenant acknowledges and agrees that it not only has an ongoing obligation to abide by the terms and conditions of this Lease, as well as any rental regulatory agreement or funding agreement (or similar document entered into with the Landlord and/or any other governmental entity). Therefore the Parties agree that should it be determined by a court of competent jurisdiction that the Tenant has been found to be in violation of any law, in which the Tenant is subject to criminal fines, fees, penalties and/or any imprisonment of any of the key officers of the Tenant, arising from any fraudulent acts or activities relating to the development, construction, and/or renovation of any type of building or structure, including, but not limited to the Project, then the Tenant shall automatically be in default of this Lease, without any right to cure, and the Landlord shall have the right to terminate this Lease, or impose any additional obligations upon the Tenant, in the Landlord's sole and absolute discretion, and as the Landlord deems warranted.

G. If the Landlord terminates this Lease for any reason, including, but not limited to termination for the Tenant's failure to utilize and maintain the Premises for the Permitted Use, the Landlord shall not be required to incur any additional cost or expenses, or pay any compensation, in connection with regaining control of the Premises from the Tenant. The Tenant agrees that under no circumstances shall the Tenant be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard to this Lease should this Lease be terminated or cancelled, unless specifically set forth in this Lease.

H. Tenant may not cancel the Lease or any portion thereof without the prior written approval of the applicable Sub-lessee(s), Equity Investor(s), and Sub-leasehold Mortgagee(s). Any termination notice from Tenant to the Landlord shall include evidence that all applicable Sub-lessees and Sub-leasehold Mortgagees have consented to Tenant's termination. Any notice sent by the Landlord to Tenant shall also be sent to the applicable Sub-lessee(s) with copies to their applicable Equity Investor(s) and Sub-leasehold Mortgagee(s); provided, however, that all obligations of the Landlord with respect to the provision of notices to Sub-lessees, Equity Investor(s) and Sub-leasehold Mortgagees set forth in this Lease shall be effective only and to the extent that the Landlord has been provided with timely written notice of the such Sublessees (and applicable sublease) and, Sub-leasehold Mortgagee and Equity Investor(s) in accordance with sections 12.2 and 29.4.

21.2 TERMINATION BY TENANT: The Tenant shall have the right to cancel this lease prior to the Expiration Date in the following instances:

(1) The Tenant shall have the right to cancel this Lease, for all or a portion of the Premises, at any time prior to Commencement of Construction of each of the Phases by giving the Landlord at least thirty (30) days prior written notice after it has received notification that it will not receive the adequate funding to construct of any Phase of the Project. Should Tenant elect to terminate this Lease prior to the Commencement of Construction, due to lack of adequate financing, Tenant shall remain fully responsible for any and all costs, fees, expenses, and/or invoices incurred by Tenant during the time of its occupancy on, or leasehold interest in, the Premises.

(2) The Tenant shall have the right to cancel this Lease during the period in which the Tenant is required to complete the milestones, if the Tenant discovers that the Premises contains environmental concerns, such as hazardous materials or contamination of the soil and/or

groundwater, which renders the development of the Premises for the Project too costly to proceed with, having the estimated cost for remediation of the Premises in excess of Fifty Thousand ($50,000.00) Dollars.

(3) Upon sixty (60) days prior written notice to the Landlord, the Tenant shall have the right to cancel this Lease for any reason whatsoever up until the time of Commencement of Construction of Phase One of the Project. Should the Tenant elect to exercise this right to cancel the Lease, the Tenant shall remain fully responsible to pay the Landlord for any and all costs, expenses and obligations that Tenant incurred prior to such date of termination, along with any and all other fees, costs, and expenses that the Tenant is responsible to pay the Landlord and others.

(4) Subject to other obligations found in this Lease, the Tenant agrees that after the occupancy of any of the residential units in the Affordable Housing building(s), the Tenant shall give the Landlord at least six (6) months prior written notice to the Landlord of any intent to terminate or otherwise cancel this Lease. The Tenant further acknowledges and agrees that upon receiving any notice by the Tenant that it seeks to cancel or otherwise terminate this Lease, the Landlord, at its election, may impose upon the Tenant to relocate any or all of the residents in the Affordable Housing building(s) to a different location(s), off of the Premises, and away from the County Property.

ARTICLE 22
NOTICES

22.1 Notices provided in this Section shall include all notices required in this Lease or required by law. Any notice or other communication given or made pursuant to this Lease shall be in writing and shall be deemed given if: (i) delivered personally or by courier; (ii) sent by certified mail, return receipt requested, with all postage pre-paid; or (iii) sent by a nationally recognized overnight delivery service (such as FedEx or DHL) and addressed to a party at its respective address as set forth below (or at such other address as shall be specified, in writing, by a party, from time to time):

If to Landlord: MIAMI-DADE COUNTY
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907
Attention: Director

and MIAMI-DADE COUNTY
Community Action and Human Services Department
701 N.W. 1st Court, 10th Floor
Miami, Florida 33136
Attention: Director

and MIAMI-DADE COUNTY
County Attorney's Office

111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

If to Tenant:	Casa Familia, Inc. 1550 South Douglas Road, Suite 280 Coral Gables, Florida 33134 Attention: President
with a copy to	Bilzin Sumberg Baena Price & Axelrod 1450 Brickell Avenue, 23rd Floor Miami, Florida 33131 Attention: Terry M. Lovell, Esq.

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, or delivery to overnight courier or express delivery service, and shall be deemed to have been received upon receipt or refusal thereof. For the sake of convenience and rapidity of transmission, copies of notices may be sent by electronic or facsimile transmission, but such transmissions alone, or together, shall not be deemed to satisfy the notice requirements of this Lease absent a written acknowledgement by the other party of actual receipt or the giving of notice by one of the other means as stated above. Any notice sent by the Landlord to Tenant shall also be sent to the applicable Sub-lessee(s) with copies to their applicable Equity Investor(s) and Sub-leasehold Mortgagee(s); provided, however, that all obligations of the Landlord with respect to the provision of notices to Sub-lessees, Equity Investor(s) and Sub-leasehold Mortgagees set forth in this Lease shall be effective only and to the extent that the Landlord has been provided with timely written notice of the such Sublessees (and applicable sublease) and, Sub-leasehold Mortgagee and Equity Investor(s) in accordance with sections 12.2 and 29.4.

ARTICLE 23
INSURANCE

23.1 On or before the Effective Date, Tenant shall furnish to the Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

(1) Worker's Compensation Insurance as required by Chapter 440, Florida Statutes. *This insurance requirement is applicable and enforceable when required by Florida law.

(2) Commercial General Liability Insurance on a comprehensive basis, in an amount not less than $1,000,000 per occurrence and $1,000,000.00 in the aggregate for Bodily Injury and Property Damage combined. Coverage must

include Abuse and Molestation Liability. Miami-Dade County must be shown as an additional insured with respect to this coverage.

(3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. *This insurance requirement is enforceable when applicable, as reasonably determined by the Landlord.

DESIGN STAGE

In addition to the insurance required in (A) – (C) above, a certificate of insurance must be provided as follows:

(4) Professional Liability Insurance in the name of the Tenant or the licensed design professional employed by the Tenant in an amount not less than $1,000,000 per claim; provided, however, that for Phase One of the Project, the Professional Liability Insurance shall be in an amount that is not less than $500,000 per claim.

CONSTRUCTION PHASE

In addition to the insurance required in (1) – (4) above, the Tenant shall provide or cause its General Contractor to provide original policies indicating the following types of insurance coverage prior to any construction:

(5) 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. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

(6) Flood Insurance shall be provided for those properties found to be within a flood hazard zone, in an amount not less than the full replacement values of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A. This policy will be provided at such time that the building's walls and roof exist.

(7) Contractors Pollution Liability Insurance in an amount not less than $1,000,000 per occurrence.

(8) Umbrella / Excess Liability Insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

OPERATION/MANAGEMENT PHASE

After the Construction Phase is completed and occupancy begins, the following insurance must be kept in force throughout the duration of the Lease:

1. Commercial General Liability in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for Bodily Injury and Property Damage combined. Coverage must include Abuse and Molestation Liability, Assault and Battery, and Products and Completed Operations Liability. Miami-Dade County must be shown as an additional insured with respect to this coverage.

2. Umbrella / Excess Liability Insurance in an amount not less than $2,000,000 per occurrence and $2,000,000 in the aggregate.

3. Property Insurance Coverage on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of the buildings. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

4. Flood Insurance coverage for those properties found to be within a flood hazard zone for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

5. Professional Liability / Medical Malpractice Insurance in an amount not less than $1,000,000 per claim in the name of the Tenant and/or Sub-lessee operating the assisted living facility. Must include coverage for medical practitioners/healthcare professionals including independent contractors.

23.2 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 V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

ARTICLE 24
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

24.1 Tenant covenants and agrees that during the term of this Lease, the Tenant will, at its sole cost and expense, obtain any and all necessary governmental permits, licenses, certificates, authorizations, warrants, and approvals, that all uses of the Premises will be in complete conformance with any and all Applicable Laws, ordinances, codes, rules, regulations, including all applicable zoning regulations, and that Tenant shall and shall require all of its Subtenants and Sub-subtenants to comply with Applicable Laws at all times as relating to this Lease and the Premises, including but not limited to, abiding by all United States Department of Housing and Urban Development program requirements relating to the use of project-based vouchers (i.e. Section 8) in all instances such vouchers are used or accepted.

24.2 Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Lease.

24.3 County as Sovereign

It is expressly understood and agreed that notwithstanding any other provision of this Lease and the Landlord's status under this Lease:

A. The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises and/or the operation thereof, or be liable for the same; and

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

24.4 No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease, and/or any other document relating to this matter, including any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation of the Landlord including but not limited to the following:

A. To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

B. To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

C. To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

D. To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board of County Commissioners, the Regulatory and Economic Resources (RER) department or any other county, city, federal or state department or authority, committee or 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 Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of any building permit and/or Certificate of Occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Landlord's property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE 25
OWNERSHIP OF ABANDONED PERSONAL PROPERTY

25.1 At the expiration or early termination of this Lease, Tenant shall, without notice from the Landlord, peaceably leave, quit and surrender the Premises. Upon expiration or early termination of this Lease, the Tenant, with the Landlord's permission, shall promptly remove its personal property and the personal property of its employees, agents, and contractors, subject to Section 9.11 of this Lease. Should Tenant fail to remove its personal property, and/or the personal property of others within thirty (30) days, the Tenant agrees that said personal property shall be deemed abandoned and the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property.

ARTICLE 26
EMINENT DOMAIN

26.1 The word "**Taking**" in this Lease shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent, or temporary.

26.2 Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

26.3 The full amount of any award whether pro tanto or final for any Taking (the "**Award**"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work; (ii) any unpaid fees or expense due to the Landlord, or due to a third-party, which Landlord will be ultimately responsible for; and (iii) any outstanding amounts which represent unpaid loans used by Tenant for the construction of any structures and/or improvements on the Premises; and (iv) the Tenant's investment in the cost of construction of the Improvements. With respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises upon expiration of the term and the structure(s) and Improvements thereon and Tenant's interest including the then-term of this Lease and all renewal terms.

26.4 In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "**Total Taking**"), this Lease shall thereupon terminate as of the actual date of such Total Taking, without liability or further recourse to the Parties, provided that any and all obligations of Tenant under this Lease have been fully and completely complied with by Tenant as required by this Lease, as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the Award shall be paid to Landlord, and such payment shall be allocated to complete any unfinished work by Tenant or fulfill any unfulfilled obligations, to the extent that the cost of fulfilling such obligations is included in the Award, other than construction or repair of Improvements.

26.5 If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately and economically restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all of the Rent 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, perform all obligations regarding the Tenant's early termination or cancellation of this Lease, and thereupon this Lease and the term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the leasehold interest not taken shall be sold in accordance with applicable Law, and the proceeds of the sale shall be combined with the award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred, and the Tenant during any such sale period will not be liable for the payment of Rent on the remaining portion of the leasehold interest. Landlord shall have the first option to purchase Tenant's remaining leasehold interest under this Lease, at its fair market value for a period of one hundred eighty (180) days after the determination of fair market value, which value shall be determined by a mutually acceptable appraiser (or if no one appraiser is agreed upon by the parties, by an appraiser, chosen by two appraisers, one of which will be appointed by each party, within one hundred and fifty (150) days from the date the Lease was terminated). The fair market value specified in the preceding sentence shall be limited to the fair market value of the buildings and Improvements, which fair market value shall include the value of Tenant's interest in the unexpired term of the leasehold estate created pursuant to this Lease, and in no event shall such value include any fee simple interest in the Land. All appraisal costs shall be split equally between the Landlord and Tenant. If Landlord fails to purchase, the remainder of the leasehold interest may be sold to a purchaser consistent with the terms and conditions of this Lease, and this Lease will then be accordingly reinstated, and modified to reflect the reduced size of the Premises, and in addition to Rent, other costs will be suspended and/or waived by the Landlord, until the time that the leasehold interest is actually acquired by the purchaser of the Tenant's leasehold interest. After the expiration of the one hundred eighty (180) day period, this Lease shall automatically terminate, and any and all interest in this Lease shall return to the Landlord.

ARTICLE 27
WAIVER

27.1 If, under the provisions of this Lease, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant contained in this Lease nor of any of Landlord's or Tenant's rights under this Lease, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No expressed waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a future waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of Rent (or Additional Rent if such obligations are stipulated herein) shall be deemed to be other than on account of the earliest amount of Rent due and owing to the Landlord; and likewise neither shall any endorsement or statement on any check or letter accompanying a check for payment of Rent or any other amounts owed to Landlord be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such Rent or other amount owed, or to pursue any other remedy provided in this Lease or at law. Further, any endorsement or statement on any check or letter accompanying a check for payment of Rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

ARTICLE 28
DEFAULT OF TENANT AND REMEDIES

28.1 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail to comply with the terms and/or condition of this Lease, and if such violation or failure continues beyond any applicable cure period as provided in this Lease, then Landlord may proceed with any remedy available at law or in equity in the State of Florida, or by such other proceedings, including reentry and possession, as may be applicable, and unless otherwise stated this Lease, where in this Lease is states that the remedy is termination of this Lease, then in such instance, the other remedies at law or in equity shall not be available to the Landlord for such default, except for Section 28.7 of this Lease.

28.2 Should Tenant elect or fail to perform or observe any covenant or condition of this Lease (other than defaults that result in automatic termination, default for failure to Complete Construction timely subject to Force Majeure, and a default involving the payment of Rent, or a condition posing a threat to the health and safety of the public), which default has not been cured within thirty (30) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Lease, then the Landlord shall be permitted to terminate this Lease, and immediately take possession of the Premises. Notwithstanding and prevailing of the preceding sentence, in no event shall the cure of any default exceed one hundred eighty (180) days. Further, should Tenant elect or fail to perform or observe any covenant or condition of Article 5 of this Lease and the payment obligations contained therein, which default has not been cured within ten (10) days of giving notice by Landlord to Tenant, then the Landlord shall be permitted to terminate this Lease and immediately take possession of the Premises.

28.3 Should Tenant vacate or abandon the Premises, or fail to immediately take possession of the Premise, or otherwise ceases or discontinues its operations, for a continuous period of thirty (30) days or more, for other than fire or casualty, the Landlord shall be permitted to terminate this Lease and immediately re-take possession of the Premises. It shall be the Landlord's reasonable determination as to whether or not the Tenant has either vacated or abandoned the Premises, or alternatively failed to take possession of the Premises.

28.4 Upon any default, and after the expiration of any cure period, and the termination or this Lease, and/or the Tenant's abandonment of the Premises, the Landlord may, in accordance with any lawful process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is reasonably valued by the Landlord at more than Five Thousand ($5,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including reasonable attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for Rent, which may be due or become due to Landlord; and third, to pay

Tenant, upon written demand by the Tenant, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within ninety (90) calendar days of any such sale or disposition of property.

28.5 Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

28.6 Notwithstanding the provisions of Section 28.5, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in Section 28.5 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

28.7 If this Lease is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all Rent and damages which may be due, become due or be sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others. Further, the Landlord hereby expressly agrees that after it retakes possession of the Premises, that it shall institute a good faith effort to mitigate the Tenant's ongoing exposure for the Rent by re-letting the Premises to a different entity.

28.8 In addition to any and all other remedies in law or in equity that either party hereto may have against the other, each party hereby agrees to be responsible for its own costs and expenses associated with pursuing a claim against the other party, unless expressly described otherwise in this Lease, and therefore each party shall be solely responsible for its own attorneys' fees, witness expenses, and court costs at both trial and appellate levels.

28.9 All rights and remedies of the Parties under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to the Parties under applicable law.

28.10 The provisions of this Article 28 shall survive any termination of this Lease.

ARTICLE 29
RIGHT TO MORTGAGE AND SUBLEASE LEASEHOLD INTEREST

29.1 Right to Mortgage Leasehold. Notwithstanding Article 12, pertaining to Assignments and Subleases, to the contrary, the Tenant, or its sub-lessees, licensees or assigns (the "**Sub-lessee(s)**"), shall have the right from time to time, and with the prior written consent of Landlord which shall not be unreasonably withheld or delayed, to mortgage and otherwise encumber their rights in the leasehold, and particularly their leasehold interest, under this Lease, and/or a sublease thereof, in whole or in part, by a mortgage, or similar financial instrument given by a lender as a security interest in the leasehold interest of this Lease (the "**Leasehold Mortgage**") or by a lender for a sub-leasehold mortgage ("**Sub-leasehold Mortgage**"), provided such lender is a recognized Lending Institution solely for purposes of paying for capital improvements, including furniture, fixture and equipment, on the Premises and for the Project. Such mortgages or encumbrances shall be expressly subject to the terms, covenants and conditions of this Lease, and at all times shall be inferior and subject to the prior right, title and interest of Landlord herein as security for the performance of the terms and conditions of this Lease. Tenant and any Sub-lessee shall provide Landlord with a copy of all such mortgages prior to their execution for the Landlord's review and approval. The granting of a mortgage against all or part of the leasehold estate in the Premises shall not operate to make the lender thereunder liable for performance of any of the covenants or obligations of Tenant or Sub-lessee under this Lease or a sublease, except in the case of a lender which owns or is in possession or control of all or a portion of the Premises, and then only for the applicable portion of the Premises, and its period of ownership or possession, or as otherwise provided under applicable law, but Landlord shall always have the right to enforce the lease obligations against such portion of the Premises, including such obligations accruing prior to such period of ownership or possession, subject to the terms hereof. The amount of any mortgage may be increased for additional construction on the Premises, first that is approved by the Landlord whether by an additional mortgage and/or agreement consolidating the liens of such mortgage, or by amendment of the existing mortgage, and may be permanent or temporary, replaced, extended, increased, refinanced, consolidated or renewed with the consent of Landlord, which shall not be unreasonably withheld or delayed. Such mortgage(s) may contain a provision for an assignment of any Rent, revenues, monies or other payments due to Tenant or Sub-lessee as a landlord (but not from Tenant or Sub-lessee to Landlord), from Tenant or a lender, and a provision therein that the lender in any action to foreclose the same shall be entitled to the appointment of a receiver.

29.2 Tenant or a related party may provide Leasehold Mortgages and/or a Sub-leasehold Mortgages. Landlord agrees that any Leasehold Mortgages and/or Sub-leasehold Mortgages may be refinanced without the Landlord's approval as long as (1) the loan is with a recognized Lending Institution; (2) the loan amount for any new financing shall be equal to or less than the original outstanding balance of the current loan that is being refinanced plus any transaction or financing costs associated with the refinancing and any reasonable increase in proceeds for rehabilitation and/or reconstruction of the Project; (3) the loan and loan documents are consistent with and subject to all provisions of this Lease; and (4) the loan proceeds shall be used for purposes of repaying the existing loan and/or paying for capital improvements, including furniture, fixture and equipment, on the Premises and for the Project, including the applicable Phase of the Project. Landlord represents to Tenant and to any and all of the current and future Sub-lessee for any Phase that, in the event of a termination of this Lease due to a default or event of default committed by Tenant or any other Sub-lessee of any portion of the Premises other than the non-defaulting Sub-lessee's applicable portion of the Premises, the tenancy of any such non-defaulting Sub-lessee will not be disturbed and will be allowed to continue peacefully in possession directly under this Lease as the successor tenant (as to the portion of the Premises that is the subject of the applicable sublease as well as any appurtenant easements) or by entering into a new lease on substantially the same terms as the applicable sublease for such Phase, provided that the applicable Sub-lessee is in compliance with the terms of the applicable sublease and the applicable Sub-lessee agrees to attorn to the Landlord.

29.3 Notice to Landlord of Mortgage. A notice of each Leasehold Mortgage and Sub-leasehold Mortgage shall be delivered to the Landlord specifying the name and address of such proposed holder and/or lender of a Leasehold Mortgage and of all Equity Investors specifying the name and address of such investor ("**Leasehold Mortgagee**") and of such proposed holder, Equity Investor, and/or lender of a Sub-leasehold Mortgage ("**Sub-leasehold Mortgagee**") to which notices shall be sent. Landlord shall be furnished a copy of each such recorded mortgage within thirty (30) days of such mortgage being recorded. For the benefit of any such Leasehold or Sub-leasehold Mortgagee who shall have become entitled to notice as hereinafter provided in this Article 29, Landlord agrees, subject to all the terms of this Lease, not to accept a voluntary surrender, termination or modification of this Lease at any time while such Leasehold or Sub-leasehold Mortgage(s) shall remain a lien on Tenant's or Sub-lessee's leasehold estate. Any such Leasehold or Sub-leasehold Mortgagee(s) will not be bound by any modification of this Lease with respect to the portion of the Premises subject to such Leasehold Mortgage(s) or Sub-leasehold Mortgage(s), unless such modification is made with the prior written consent of such Leasehold or Sub-leasehold Mortgagee, and no sale or transfer of Landlord's fee simple interest in the Premises or any portion thereof to Tenant shall terminate this Lease by merger or otherwise so long as the lien of the Leasehold or Sub-leasehold Mortgage remains undischarged. Notwithstanding anything in the Lease to the contrary, an Equity Investor shall be permitted to remove a general partner/developing member of any Sub-lessee for cause without the consent of the Landlord so long as the substitute general partner/developing member (the "**Substitute General Partner**") is not a "Troubled Entity," or a Prohibited Person as later defined, and the Substitute General Partner is a nonprofit entity (including a Non-Profit Entity as defined in Section 12.2) or the Sub-lessee is deemed a Non-Profit entity as defined in Section 12.2 (notwithstanding the removal and replacement of such general partner/developing member with a Substitute General Partner). A "**Troubled Entity**" means the Substitute General Partner is (i) on the Landlord's list of debarred contractors, which is the list compiled, maintained and distributed by the Landlord's Department of Business Development, containing the names of contractors debarred under the procedures of Section 10-38 of the Miami-Dade County Code, or (ii) otherwise deemed to be a risk to Landlord in Landlord's reasonable judgment and discretion due to the Substitute General Partner's (or a related entity of Substitute General Partner's) defaults on other projects, loans or contracts with Landlord or third parties or other risks, including but not limited to pending lawsuits, criminal investigations or allegations of fraud or financial misconduct of the Substitute General Partner or its principals or officers. The Equity Investor, within a commercially reasonable time period, shall provide to the Landlord notice of such Substitute General Partner and certification that said Substitute General Partner is not on the Landlord's debarment list.

29.4 Notices to Leasehold and Sub-leasehold Mortgagee(s) and Sub-lessee(s). No notice of default under Article 21, notice of failure to cure a default under Article 28, or termination of this Lease, shall be deemed to be enforceable against any Leasehold Mortgagee, Sub-leasehold Mortgagee, and /or Sub-lessee unless and until a copy has been given to each Leasehold Mortgagee, Sub-leasehold Mortgagee and Sub-lessee who shall have properly notified Landlord pursuant to Article 29.3, of its name, address and its interest in the Premises. Landlord agrees to accept performance and compliance by any such Leasehold Mortgagee, Sub-leasehold Mortgagee or Sub-lessee of and with any of the terms of this Lease with the same force and effect as though kept, observed or performed by Tenant, provided such act or performance is timely under the appropriate provisions of this Lease. Nothing contained herein shall be construed as imposing any obligation upon any such Leasehold Mortgagee, Sub-leasehold Mortgagee or Sub-lessee to so perform or comply on behalf of Tenant. If any Sub-leasehold Mortgagee exercises such rights, such Sub-leasehold Mortgagee may complete the development of the applicable Phase as if the applicable Sub-lessee were performing the work itself, except that any applicable time periods for such completion shall be automatically extended for such periods of time necessary for the applicable Sub-leasehold Mortgagee to complete the applicable Phase, including any such additional periods of time necessary for the applicable Sub-leasehold Mortgagee to institute and complete foreclosure proceedings or otherwise acquire possession and/or control of the applicable Phase, so long as the applicable Sub-leasehold Mortgagee continues to diligently and in good faith acquire possession and/or control of the applicable Phase, if necessary, and thereafter complete the development of the applicable Phase; provided, however that in no event shall any such time extension exceed one (1) year beyond the original deadlines and time periods for each such deadline and time period.

29.5 Right to Cure Default of Tenant.

29.5.1 In addition to any rights the Leasehold or Sub-leasehold Mortgagee or Sub-lessee may have by virtue of Article 29 herein, if, within thirty (30) days following the expiration of the cure period, if any, afforded Tenant (hereinafter the "**Mortgagee Cure Period**"), such Leasehold Mortgagee, or Sub-lessee, or Sub-leasehold Mortgagee shall pay, or arrange to the satisfaction of Landlord for the payment of, a sum of money equal to any and all Rent or other payments due and payable by Tenant hereunder with respect to the portion of the Premises to which such Leasehold or Sub-leasehold Mortgagee or Sub-lessee claims an interest as of the date of the giving of notice of termination, in addition to their pro rata share, based on proportion of the land area the Premises encumbered, any and all expenses, costs and fees, including reasonable attorneys' fees, incurred by the Landlord in preparation for terminating this Lease, and in acquiring possession of the Premises, then, upon the written request of such Leasehold Mortgagee, Sub-lessee or Sub-leasehold Mortgagee made any time prior to the expiration of the Mortgagee Cure Period and provided that Tenant has agreed to terminate the lease and relinquish possession of the Premises or a court has ordered Tenant to be evicted and its lease terminated, Landlord and the party making such request (or its nominee) shall mutually execute prior to the end of such Mortgagee Cure Period a new lease of the Premises (or such portion thereof as they have an interest in or mortgage on) for the remainder of the term of such Leasehold Mortgage, Sublease or Subleasehold Mortgage, as applicable, this Lease and on the same terms and conditions, and with the same priority over any encumbrances created at any time by Landlord, its successors and assigns which Tenant has or had by virtue of this Lease; provided, however, that in addition to the above payments such Leasehold Mortgagee, Sub-lessee, or Sub-leasehold Mortgagee shall have paid to Landlord a sum of money equal to the Rent and other payments for such portion of the Premises accruing from the date of such termination to the date of the commencement of the term of such new lease, together with their pro rata share of all expenses, including reasonable attorneys' fees, incident to the preparation, printing, execution, delivery and recording of such new lease. Upon the request of such Leasehold Mortgagee, Sub-lessee or Sub-leasehold Mortgagee and after a default and failure to cure by Tenant, Tenant shall terminate the applicable portion of this Lease and relinquish possession of the applicable portion of the Premises. Such priority shall exist by virtue of the notice created by this Lease to any transferee of Landlord or person receiving an encumbrance from Landlord, and the priority shall be self-operative and shall not require any future act by Landlord. Such new lease(s) shall contain the same clauses subject to which this Lease is made, and shall be at the same Rent and incorporate other payments for such portion of the Premises due Landlord and upon the terms as are herein contained. Tenant(s) under any such new lease(s) shall have the same right, title and interest in and to and all obligations accruing thereafter under this Lease with respect to the applicable portion of the Premises as Tenant has under this Lease. Landlord acknowledges that the right to cure and the right to a new lease as set forth herein applies in the event that Landlord elects to terminate the Lease.

29.5.2 If, within the Mortgagee Cure Period, more than one (1) request for a new lease shall have been received by Landlord for the same portion of the Premises, priority shall be given (regardless of the order in which such requests shall be made or received) to the Leasehold Mortgagee, Sub-lessee or Sub-leasehold Mortgagee making such request in order of their priority of interest in said portion of the Premises. Should conflicting demands for a new lease be made on the Landlord, then the Landlord shall have no obligation to comply with the provisions of subsection 29.5.1 unless and until a a final, non-appealable court order is entered following the filing of an interpleader action in an appropriate court having jurisdiction. . It shall be a condition of the effectiveness of any request for a new lease that a copy of such request is sent (with receipt for delivery) by the Sub-lessee or Sub-leasehold Mortgagee, as the case may be, to the Leasehold Mortgagee.

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

29.5.4 Nothing contained in this Lease shall be deemed to impose any obligation on the part of Landlord to deliver physical possession of the Premises to such Leasehold Mortgagee, Sub-lessee, or Sub-leasehold Mortgagee or to their respective nominee until: (a) all of Tenant's rights under this lease agreement have been terminated or extinguished and the Tenant evicted by judicial process; and (b) the new lease(s) has been executed by all pertinent parties. Landlord agrees, however, that Landlord will, at the cost and expense of such Leasehold Mortgagee, Sub-lessee, or Sub-leasehold Mortgagee or respective nominee, cooperate in the prosecution of judicial proceedings to evict the then defaulting Tenant or any other occupants of the Premises.

29.5.5 Upon the execution and delivery of a new lease(s) pursuant to this Article 29, all Subleases which theretofore may have been assigned to Landlord or have reverted to Landlord upon termination of this Lease shall be assigned and transferred, without recourse against Landlord, by Landlord to the tenant under any such new lease(s). Between the date of termination of this Lease and the date of execution and delivery of the new lease(s), if the Leasehold Mortgagee, Sub-leasehold Mortgagee, or Sub-lessee shall have requested such new lease(s) as provided for in this Article 29, Landlord will not cancel any sublease or accept any cancellation, termination or surrender thereof (unless such termination shall be effective as a matter of law on the termination of this Lease) without the consent of the Leasehold or Sub-leasehold Mortgagee or Sub-lessee, except:

29.5.5.1-for default as permitted in such, and

29.5.5.2 for the purpose of permitting Landlord to enter into a sublease with Sub-lessee who will occupy not less than the same amount of space demised by the canceled or sublease at a rental rate per square foot and for terms not less than the rental rates per square foot, and for at least the remainder of the unexpired term of the canceled sublease.

29.6 Except for satisfying the obligations and milestones set forth in Sections 6.2 through 6.6 of this Lease by the deadlines specified therein as may be extended by Force Majeure or following any applicable notice and cure periods in accordance with Section 21.1.C(3), nothing contained in this Lease shall require any Leasehold or Sub-leasehold Mortgagee or its nominee as a condition to its exercise of its right to enter into a new lease to cure any default of Tenant or Sub-lessee not reasonably susceptible of being cured by such Leasehold or Sub-leasehold Mortgagee or its nominees, in order to comply with the provisions of this Article 29.

29.7 The provisions of this Article 29 shall survive any termination of this Lease.

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

29.9 Rights to Sublease and Non-Disturbance to Sub-lessees. Tenant shall have the right to enter a Sublease and consent to any sub-subleases without any approval or consent of Landlord; however, notwithstanding any other provisions of this Lease, no sublease or sub-sublease shall relieve Tenant of any obligations under the terms of this Lease unless a release is granted by the Landlord in accordance with this Article 29. Additionally, each sublease and sub-sublease must be in compliance with the terms and conditions of this Lease, for a use compatible with the standards and requirements set forth in this Lease. Tenant must give written notice to Landlord specifying the name and address of any Sub-lessee and sub-Sub-lessee to which all notices required by this Lease shall be sent, and a copy of the sublease and sub-sublease agreement. Tenant shall provide Landlord with copies of all subleases and sub-subleases entered into during each quarter. Landlord agrees to grant Non-Disturbance Agreements for Sub-lessees and/or sub-Sub-lessees which provides that in the event of a termination of this Lease, the portion of the Premises covered by such sublease and/or sub-sublease, due to an event of default committed by the Tenant, such Sub-lessee and sub-Sub-lessee will not be disturbed and will be allowed to continue peacefully in possession directly under this Lease as the successor tenant, provided that the following conditions are met:

29.9.1 the Sub-lessee and any sub-Sub-lessee is not a "related party" to Tenant provided, however, that Tenant, or any individual, corporation, general or limited partnership or other entity holding an equity interest in Tenant, shall be permitted to be a co- general partner or special limited partner in any tax credit limited partnership relating to the Premises, which limited partnership may be a Sub-lessee and/or sub-Sub-lessee without being deemed a "related party"; and provided further that affiliates of the Tenant may enter into subleases for commercial or other uses consistent with this Lease on market terms without being deemed a "related party"; and

29.9.2 the Sub-lessee and any sub-Sub-lessee shall be in compliance with the terms and conditions of its sublease and any sub-sublease; and

29.9.3 the Sub-lessee and any sub-Sub-lessee shall agree to attorn to Landlord. Landlord further agrees that it will grant such assurances to such Sub-lessees and sub-Sub-lessees so long as they remain in compliance with the terms of their subleases and sub-subleases, and provided further that any such subleases and sub-subleases do not extend beyond the expiration of the term of this Lease.

29.10 Notwithstanding anything contained in this Article 29 or elsewhere in this Lease to the contrary, the Tenant shall, at all times and even in the event of an assignment, replacement, substitution or new lease resulting from a leasehold mortgage or default thereof or otherwise by actions of any Leasehold Mortgagee, Sub-leasehold Mortgagee, Equity Investor and/or any Lending Institution replacing or otherwise substituting the Tenant as the tenant under this Lease: (1) be a not-for-profit entity licensed and permitted in the State of Florida, as more specifically set forth in Section 12.2, and the use and the development of the Premises shall be for the Permitted Uses only; and (2) meet or exceed (including through its general partner or managing member) all of the following requirements, without exception, as reasonably determined by the Landlord, (a) have operated an Affordable Housing development project, within the continental United States, for at least a five (5) year period, and within the last ten (10) year period immediately preceding any replacement effort or Transfer, that is similar in size and scale of the Project; (b) provide evidence of its financial capacity to operate the Project (or a Phase of the Project, if that is the subject of such replacement or Transfer), including, but not limited to providing its financial statement for the past five (5) years, along with written statements from an independent certified accountant and a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition; (c) is not a Prohibited Person, and (d) have not been found to have previously violated any of the following laws, ordinances, rules, or regulations: Miami-Dade County Code, Section 10-38; Miami-Dade County Code, Chapter 11A, et al.; Miami-Dade County Ordinance No.: 99-152; Miami-Dade County Administrative Order 3-29; and Miami-Dade County Implementing Order 8-8.

29.11 Estoppel Certificates from Landlord. Upon request of Tenant or any Leasehold Mortgagee, Sub-leasehold Mortgagee or Sub-lessee, Landlord agrees to give such requesting party an estoppel certificate in accordance with this Article 29. 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, Sub-lessee or Sub-leasehold Mortgagee, to furnish a statement in writing, in substantially the form attached hereto as Exhibit "E" setting forth the Rent(s), payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which rents, payments and other monies have been paid; stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section 29.9 may be relied upon by any prospective assignee, transferee, or purchaser of Tenant's interest in this Lease, any prospective Sub-lessee or any Leasehold Mortgagee or Sub-leasehold Mortgagee or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

29.12 Limited Waiver of Landlord Lien. In order to enable Tenant and its Sub-lessee to secure financing for the purchase of fixtures, equipment, and other personalty to be located on or in the Premises, whether by security agreement and financing statement, mortgage or other form of security instrument, Landlord does waive and will from time to time, upon request, execute and deliver an acknowledgment that it has waived its "landlord's" or other statutory, 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.

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

ARTICLE 30
RENTAL REGULATORY REQUIREMENTS

30.1 After the award of any funding by the Landlord and/or any other government or governmental entity regarding the Premises, the Tenant will enter into a grant, loan, funding, and/or other agreement with the Landlord and/or any other government or governmental entity, which shall be in conformance with all applicable rules and regulations of the federal government, State of Florida and/or the Landlord, for a period of not less than fifty (50) years. The Tenant hereby agrees that the use of such funds shall be in accordance with the terms and conditions of this Lease, and for developing Affordable Housing buildings for the Eligible Occupants or for the development of the Community Center. Any failure by the Tenant to utilize the funds correctly, pursuant to the terms and conditions of the grant, loan, funding and/or other agreement shall be an event of default (cross default) under this Lease.

ARTICLE 31
ART IN PUBLIC PLACES

31.1 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 Tenant shall transmit 1.5% of the Project costs for all development on the Premises (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Tenant 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 the following:

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

ARTICLE 32
ADDITIONAL PROVISIONS

32.1 Non-Discrimination.

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any property owned by the Landlord or facilities operated or maintained under lease agreement, license, or other agreement from Miami-Dade County, or its agencies.

32.2 Tenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, in the use of the Premises, and the construction and future operation of an Affordable Housing building(s) thereon, and maintenance of any such buildings and/or Improvements that are constructed on or about the Premises.

32.3 Notification of any injury on the Premises. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have sustained, a serious bodily injury or dies on or about the Premises, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death, in addition to any other requirement(s) regarding notice under this Lease, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Lease.

32.4 Security. The Tenant, as mentioned above in Section 14.1 of this Lease, is solely responsible for securing and maintaining its own security in and around, and for, the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, licensees, guests, employees, staff, management, residents, and/or anyone else, and/or the personal property belonging to any of the foregoing, and/or the Premises, including, but not limited to, any building and/or Improvements on the Premises, then it is understood and agreed that Tenant shall, at its sole cost and expense, hire and maintain such security. The Tenant further acknowledges and agrees that the Landlord is not expected to supply, or otherwise provide, any security staff and/or security equipment to, on, or about the Premises which would be designed to prevent or deter vandalism, theft, burglary, and/or any other type of criminal activity or any other type of incident.

32.5 Amendments; Waivers. This Lease may not be amended, modified, altered or supplemented other than by means of a written instrument approved by the Tenant and by the Landlord, through the Board of County Commissioners, and duly executed and delivered to the parties hereto. No portion of this Lease relating to a specific Phase shall be amended without the prior written consent of the applicable Phase's Sub-lessee, Sub-leasehold Mortgagee(s) and Equity Investor. No waiver of any provision of, or consent or approval required by, this Lease, nor any consent to or approval of any departure here from, shall be effective unless it is in writing and signed by the party against whom enforcement of any such waiver, consent or approval is sought; provided that for avoidance of doubt the Landlord and Tenant acknowledge that a failure to respond or act when required (or within the time limit) to do so shall not be affected by this requirement for a waiver to be in writing. Such waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given. Neither the failure of any party to enforce, nor the delay of any party in enforcing, any condition, provision or part of this Lease at any time shall be construed as a waiver of that condition, provision or part or forfeit any rights to future enforcement thereof. No action taken pursuant to this Lease shall be deemed to constitute a waiver by the party taking action of compliance by any other party with any representation, warranty, covenant or agreement contained herein.

32.6 Severability. Should any provision of this Lease be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Lease had been executed with the invalid provision eliminated.

32.7 Relationship of Parties. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the Landlord and the Tenant, or provide either party with the right, power, or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

32.8 Inspector General Reviews.

A. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Landlord deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available to the IPSIG retained by the Landlord all requested records and documentation pertaining to this Lease for inspection and reproduction. The Landlord shall be responsible for the payment of these IPSIG services. The terms of this provision apply to the Tenant, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Tenant in connection with this Lease. The terms of this section shall not impose any liability on the Landlord by the Tenant or any third-party.

B. Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Miami-Dade County contracts, throughout the duration of said contracts.

C. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all of the Landlord's contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed Miami-Dade 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. 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 to the contract. The Inspector General shall have the power 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 the 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 the Tenant from the Inspector General or IPSIG retained by the Inspector General, the Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and 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.

32.9 Public Records. Tenant shall comply with the Public Records Laws of the State of Florida, including, but not limited to, (1) keeping and maintaining all such public records that ordinarily and necessarily would be required by the Landlord in order to perform the service; (2) providing the public with access to such public records on the same terms and conditions that the Landlord would provide such public records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that such public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining such public records and transferring, at no cost, to the Landlord all such public records in possession of the Tenant upon termination of the contract and destroying any duplicate such public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all such public records stored electronically must be provided to the Landlord in a format that is compatible with the information technology systems of the Landlord. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Lease and shall be enforced in accordance with the terms and conditions of this Lease.

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

Community Action and Human Services Department
701 NW 1st Court, 10-156B
Miami, Florida 33136
Attention: Salvador Najarro
Telephone: 786-469-4752
Email: salvador.najarro@miamidade.gov

32.10 County's Rights as Sovereign.

A. Notwithstanding and prevailing over any contrary provision in this Lease, it is expressly understood that the Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature. The Landlord shall not by virtue of this Lease be obligated to grant Tenant any approvals of applications for building, zoning, planning, improving, equipping, or development under present or future laws and ordinances of whatever nature.

B. Any Landlord covenant or obligation that may be contained in this Lease shall not bind the Board of County Commissioners, any zoning appeals board, the Department of Regulatory and Economic Resources of Miami-Dade County or any other Miami-Dade County, local, federal or state department, authority, committee or 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 applicable county or other applicable governmental entities in the exercise of its police power; and the Landlord shall be released and held harmless, by Tenant from any liability, responsibility, claims, consequential or other damages, or losses to Tenant or to any third parties resulting from denial, withholding, or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever.

ARTICLE 33
GOVERNING LAW

33.1 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. The Parties agree that venue shall be in Miami-Dade County, Florida.

ARTICLE 34
WRITTEN AGREEMENT

34.1 This Lease contains the entire agreement between the Parties and all previous negotiations leading thereto and it may be modified only by resolution approved by the Board of County Commissioners.

34.2 Each signatory of this Lease represents that he or she has the authority to execute, bind and deliver the same on behalf of the party to this Lease for which such signatory is acting.

34.3 Each party has participated fully in the negotiation and preparation of this Lease with full benefit of counsel. Accordingly, this Lease shall not be more strictly construed against either party.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the Effective Date.

LANDLORD:

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

Witnesses:

____
Name: _________________________

____
Name _________________________

By: _______________________________
Name: _______________________________
Title: _______________________________
Date signed: __________________________

TENANT:

CASA FAMILIA, INC.
a Florida not for profit corporation

Witnesses:

____
Name: _________________________

____
Name _________________________

By: _______________________________
Name: _______________________________
Title: _______________________________
Date signed: __________________________

EXHIBIT A

MAP OF PREMISES

A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

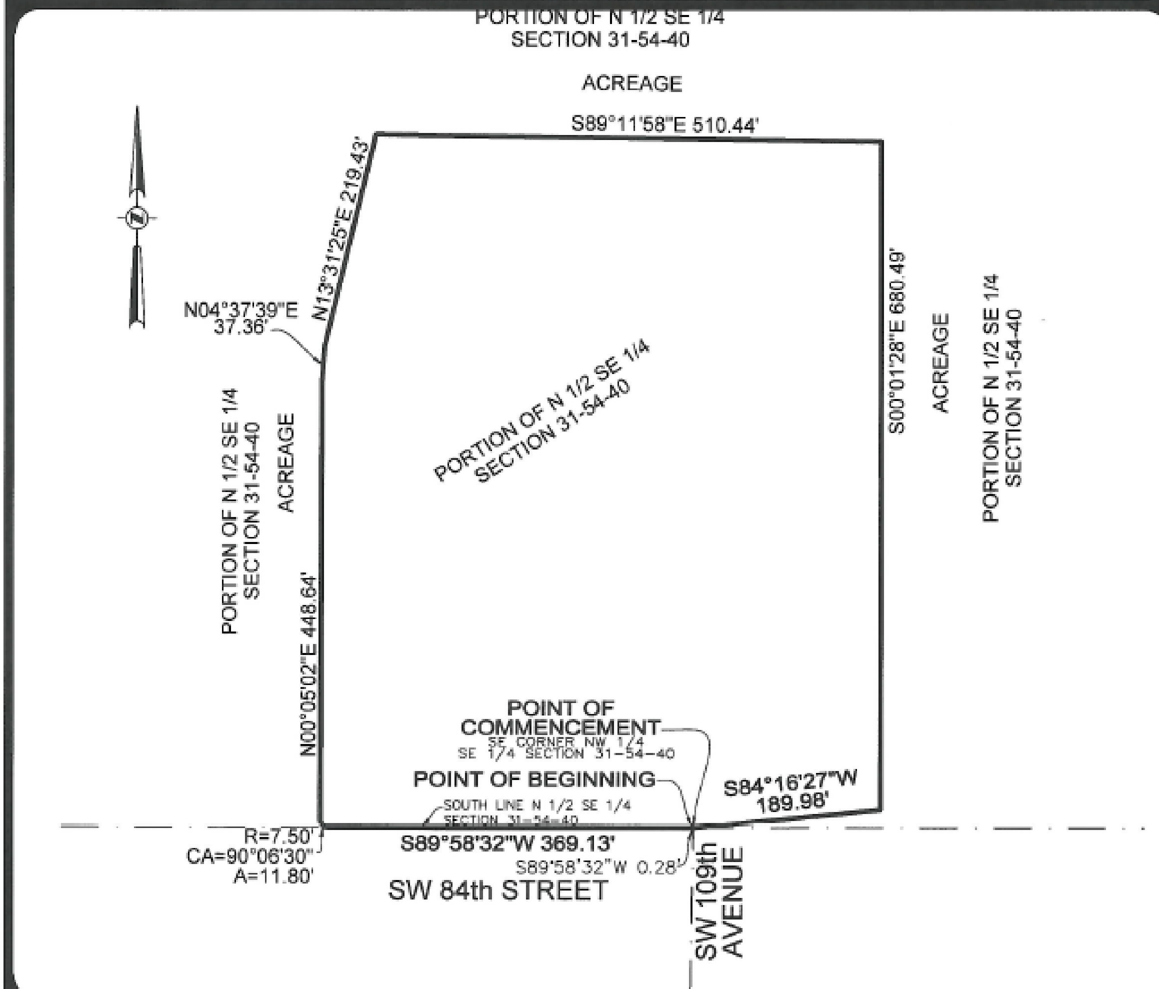
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°58'32" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 FOR 0.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°58'32" WEST, ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SW 84TH STREET, FOR 369.13 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 7.50 FEET, A CENTRAL ANGLE OF 90°06'30", FOR AN ARC DISTANCE OF 11.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°05'02" EAST, FOR 448.64 FEET; THENCE NORTH 04°37'39" EAST, FOR 37.36 FEET; THENCE NORTH 13°31'25" EAST, FOR 219.43 FEET; THENCE SOUTH 89°11'58" EAST, FOR 510.44 FEET; THENCE SOUTH 00°01'28" EAST, FOR 680.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID SW 84TH STREET; THENCE SOUTH 84°16'27" WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR 189.98 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 389,509 SQUARE FEET (8.9419 ACRES), MORE OR LESS.

EXHIBIT B

SURVEY

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: CASA FAMILIA, INC.	
SCALE: 1"=150'	DRAWN: L.S.
ORDER NO.: 65796	
DATE: 3/4/19	
PROPERTY BOUNDARY	
MIAMI-DADE COUNTY, FLORIDA	
FOR: CASA FAMILIA	

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

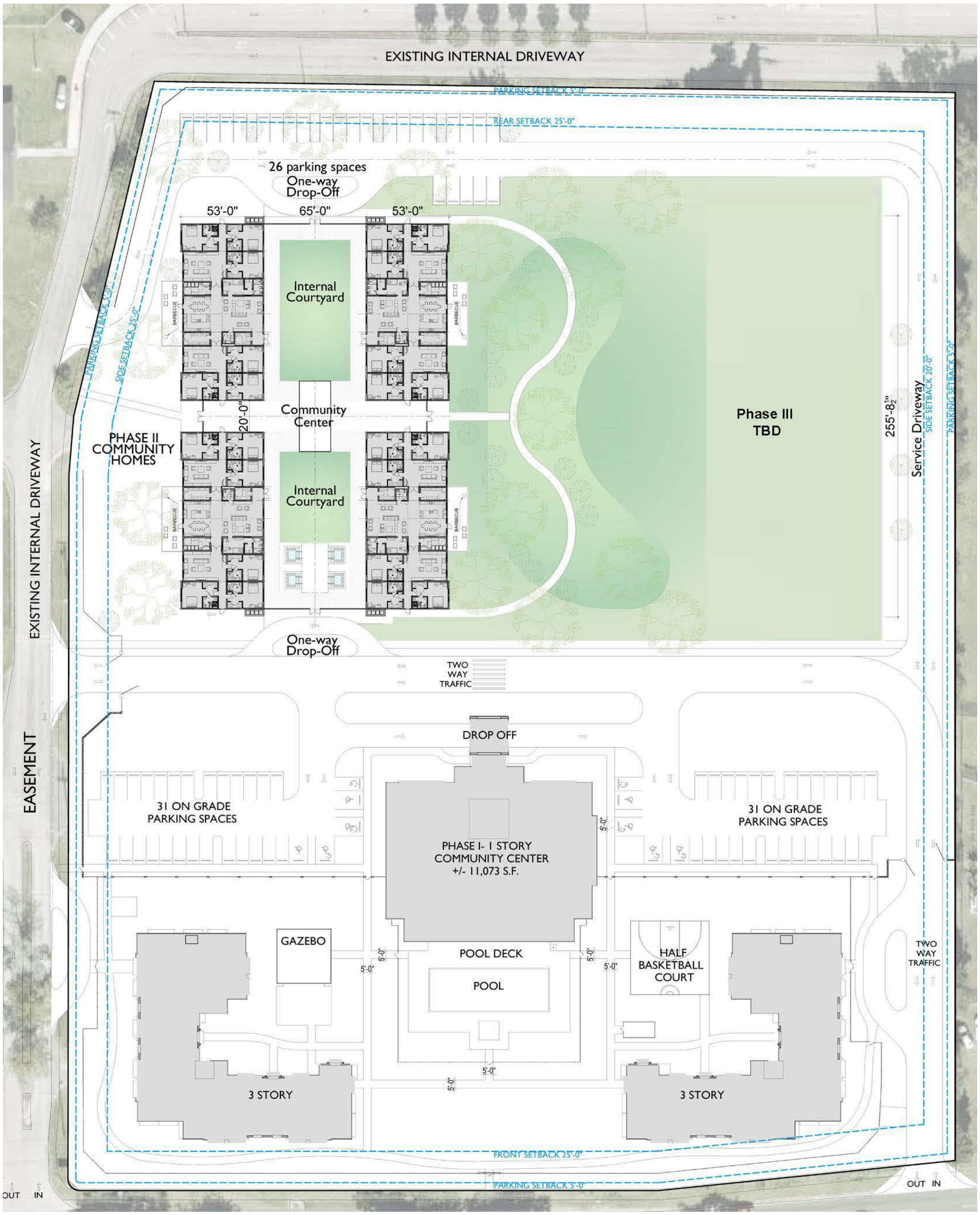
LEGEND:

℄ CENTERLINE

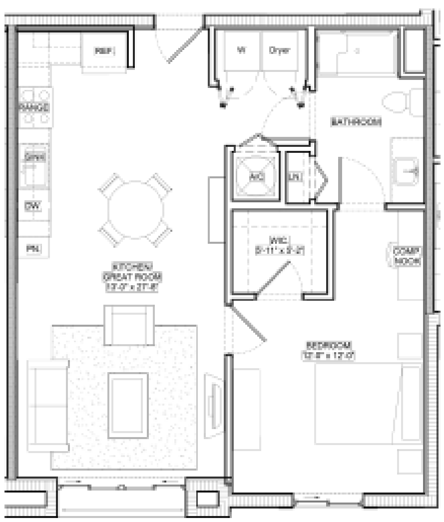
O.R.B. OFFICIAL RECORDS BOOK

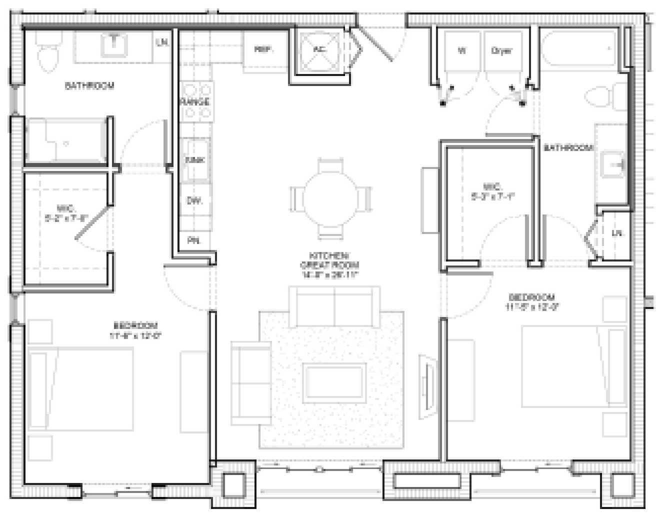
EXHIBIT C
DEVELOPMENT CONCEPT

Master Plan:



Phase One Elevation and Unit Plans:





Phase Two Initial Unit Plans:

Phase Three: TBD

EXHIBIT D

UTILITY, INGRESS AND EGRESS EASEMENT

SKETCH AND LEGAL DESCRIPTION

[See Attached Pages]

SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

LEGAL DESCRIPTION: UTILITY EASEMENT

A PORTION OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 31; THENCE SOUTH 89°58'32" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, CONTINUING ON THE NORTH RIGHT-OF-WAY LINE OF SW 84TH STREET, 369.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°58'32" WEST, ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, 48.72 FEET; THENCE NORTH 00°00'19" WEST 467.99 FEET; THENCE NORTH 15°14'53" EAST 15.56 FEET; THENCE NORTH 89°58'32" EAST 12.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS NORTH 72°36'22" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 932.03 FEET AND A CENTRAL ANGLE OF 14°03'07", FOR 228.58 FEET; THENCE SOUTH 89°11'58" EAST 38.74 FEET; THENCE SOUTH 13°31'25" WEST 219.43 FEET; THENCE SOUTH 04°37'39" WEST 37.36 FEET; THENCE SOUTH 00°05'02" WEST 448.64 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 7.50 FEET AND A CENTRAL ANGLE OF 90°06'30", FOR 11.80 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 26,296 SQUARE FEET, MORE OR LESS.

NOTES:

1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE SOUTH LINE OF THE N. 1/2 OF THE SE 1/4 OF SECTION 31-54-40 BEING S89°58'32"W.
2. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ALL RECORDED DOCUMENTS ARE PER THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, UNLESS OTHERWISE NOTED.

FILE: CASA FAMILIA, INC.	
SCALE: N/A	DRAWN: DCW
ORDER NO.: 68061A3	
DATE: 2/3/22	
UTILITY EASEMENT	
MIAMI-DADE COUNTY, FLORIDA	
FOR: CASA FAMILIA SITE-SW 84 ST.	

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

John F Pulice

Digitally signed by John F Pulice
Date: 2022.02.03 09:42:30 -05'00'

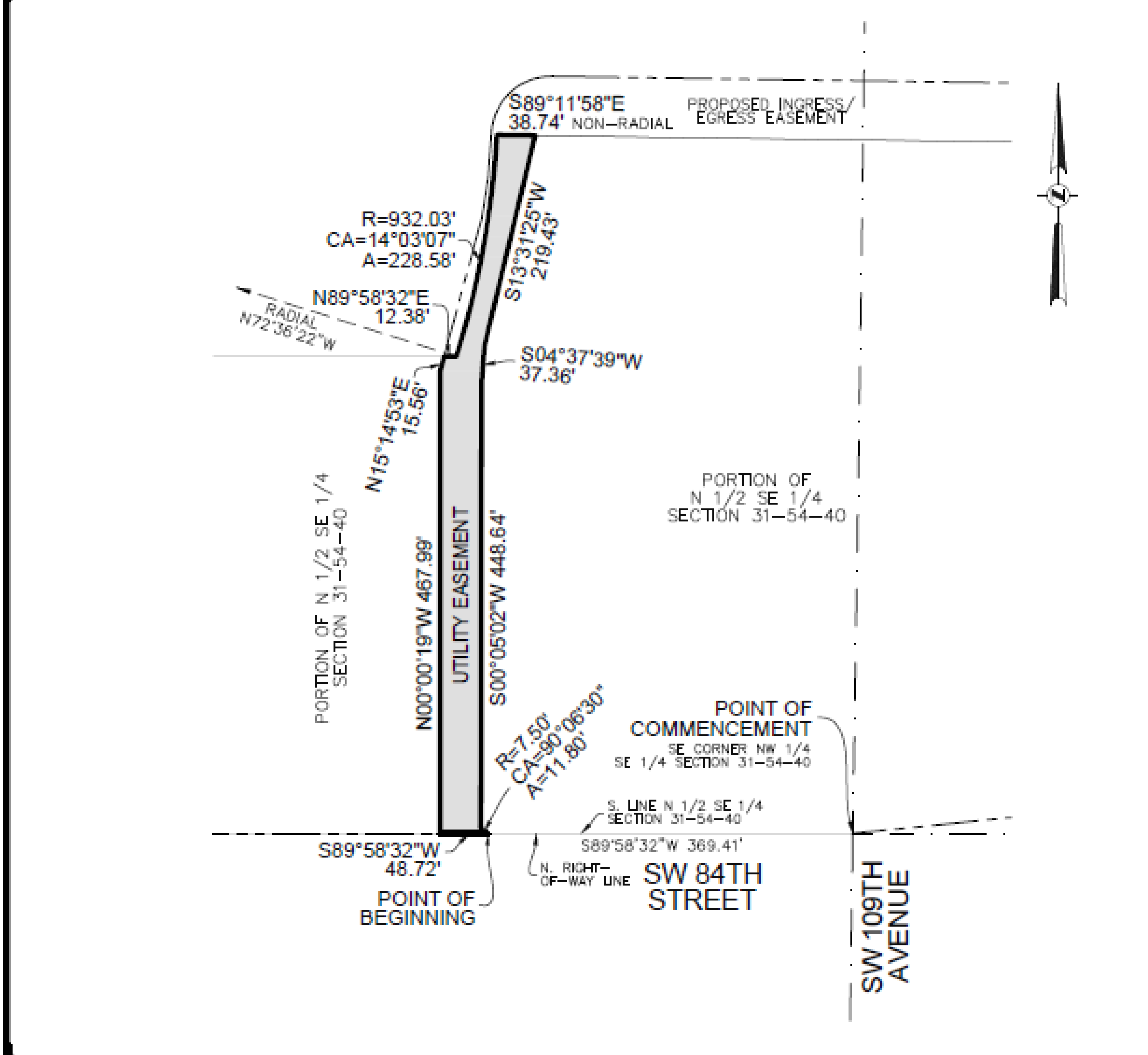
- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- ☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
- ☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- ☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290

STATE OF FLORIDA

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



FILE: CASA FAMILIA, INC.	
SCALE: 1"=150'	DRAWN: DCW
ORDER NO.: 68061A3	
DATE: 2/3/22	
UTILITY EASEMENT	
MIAMI-DADE COUNTY, FLORIDA	
FOR: CASA FAMILIA SITE-SW 84 ST.	

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THRU 2

LEGEND & ABBREVIATIONS:

A = ARC LENGTH
CA = CENTRAL ANGLE
R = RADIUS

EXHIBIT E

LANDLORD'S ESTOPPEL CERTIFICATE

Re: Lease Agreement dated ____________, 20___ (the "Lease"), by and between Miami-Dade County ("Landlord"), and Casa Familia, Inc., a Florida not-for-profit corporation ("Tenant").

Ladies and Gentlemen:

Landlord has been advised that _________("Lender") intends to make a loan to Tenant (the "Loan") in connection with the Premises described in the Lease, and that, in making the Loan, Lender will act in material reliance upon this Estoppel Certificate from Landlord. Landlord hereby certifies, represents, warrants, acknowledges and agrees as follows:

(1) A true, complete and correct copy of the Lease is attached to this Estoppel Certificate. Which Lease is marked as Exhibit "A", and is incorporated herein by reference. There have been no amendments, modifications, extensions, renewals or replacements of the Lease (other than as attached hereto).

(2) Other than those contained in writing in the Lease, Tenant has made no representations, warranties or covenants to or in favor of Landlord with respect to the Premises or the Project.

(3) The Lease is in full force and effect. Tenant has accepted the Premises, presently is in possession of same, and is paying the Rent specified in the Lease on a current basis as of [date]. Landlord has no knowledge of any set offs, claims or defenses to the enforcement of the Lease or Tenant's rights thereunder (except as expressed hereunder or attached hereto).

(4) To Landlord's knowledge, neither Tenant nor Landlord is in default or breach under the Lease, and no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could result in an event of default or breach under the Lease by either party (except as expressed hereunder or attached hereto).

(5) As of [date], Rent is as specified in Exhibit "A" hereto. No Rent has been paid by Tenant in advance under the Lease (except as expressed hereunder or attached hereto).

(6) Landlord has no knowledge of any present condition or event that may give rise to a violation of any federal, state, county or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Lease, the Premises or the Project (except as expressed hereunder or attached hereto).

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Lease. This Estoppel Certificate may be delivered by Landlord by either facsimile or telecopier signature.

Dated this ___ day of ________.

Very truly yours

SCHEDULE 4.2

(FORM)

CONFIRMATION OF FINANCING DATE

Reference is made to Casa Familia, Inc., in the Lease Agreement dated ________________, 20___, by and between Miami-Dade County, acting by and through the department of Community Action and Human Services Department ("Landlord" or "CAHSD"), and Casa Familia, Inc., a Florida not-for-profit corporation ("Tenant"). This Confirmation of Financing Date is attached to the Lease as Schedule 4.2 thereto, and, when executed and delivered by Landlord to the Tenant shall be incorporated within and made a part of the Lease. Capitalized terms used in this Confirmation of Financing Date without otherwise being defined herein will have the meanings given to them in the Lease. The Confirmation of Financing Date of the Lease is _________________________, 20___. Further, the Expiration Date for the Lease is ______________________, 20 _____. To confirm the Financing Date, the Landlord has caused this instrument to be executed and delivered to the Tenant, defining the Financing Date of the Lease.

ATTEST:	COUNTY:
HARVEY RUVIN, CLERK	MIAMI-DADE COUNTY a political subdivision of the State of Florida
By:___________________________ Name: ________________________ Title: ________________________	BY ITS BOARD OF COUNTY COMMISSIONERS
	By:_____________________________________ Name: __________________________________ Title: __________________________________

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