

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

MEMORANDUM

Agenda Item No. 11(A)(5)

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

DATE: September 19, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the
County Mayor and the Public
Health Trust to execute a
termination of the Ground Lease
with the University of Miami, a
Florida not-for-profit
corporation, and to exercise the
rights conferred therein and take
all actions necessary to effectuate
same

Resolution No. R-814-23

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



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001



MEMORANDUM

(Revised)

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

DATE: September 19, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(5)

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 *Danielle Lorne Carr* Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(5)
9-19-23

RESOLUTION NO. R-814-23

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE AND THE PUBLIC HEALTH TRUST TO EXECUTE A TERMINATION OF THE GROUND LEASE WITH THE UNIVERSITY OF MIAMI, A FLORIDA NOT-FOR-PROFIT CORPORATION, AND TO EXERCISE THE RIGHTS CONFERRED THEREIN AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, the Public Health Trust is an agency and instrumentality of Miami-Dade County (the "County") that operates the Jackson Health System, including the Jackson Memorial Medical Center campus and other designated facilities that provide health care services in Miami-Dade County (the "Trust"); and

WHEREAS, on December 20, 1968, the County entered into a lease agreement ("Lease") with the University of Miami, a Florida not-for-profit corporation (the "University"), a copy of which is attached hereto as Exhibit "A" and incorporated herein, whereby the University leased the premises located at 1800 NW 10th Avenue, Miami, Florida ("Leased Premises"), for a term of 80 years at a rental rate of \$1.00 per year; and

WHEREAS, the Trust was created in 1973 pursuant to Chapter 25A-1 of the Code of Miami-Dade County ("Code") and possession, operating control, and governance of "designated facilities" were transferred to the Trust in accordance with chapter 25A-2(b) of the Code; and

WHEREAS, the Leased Premises is part of the designated facilities of the Trust as defined in chapter 25A-2(a) of the Code; and

WHEREAS, the Trust intends to construct a new Emergency Department on the Jackson Memorial Medical Center campus, and has determined that incorporating the site of the Leased Premises into the new Emergency Department footprint optimizes the design and efficiency of the project; and

WHEREAS, early termination of the Lease would enable the Trust to incorporate the existing Premises into the site of the Trust's new Emergency Department project;

WHEREAS, the University has agreed to terminate the Lease early; and

WHEREAS, early termination of the Lease requires action by this Board; and

WHEREAS, this Board desires to accomplish the purposes outlined in the memorandum accompanying Resolution No. PHT 06/2023-035, a copy of which is attached hereto as Exhibit "B",

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

Section 1. This Board adopts the foregoing recitals as though fully set forth herein.

Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee and the Board of Trustees of the Trust or its designee to execute the Lease Termination Agreement, in substantially the form attached hereto as Exhibit "C" and incorporated herein by reference, between the County and the University of Miami, and to exercise the rights conferred therein and to take all actions necessary to effectuate same.

Section 3. This Board directs the County Mayor or County Mayor’s designee to record in the public records the Lease Termination Agreement or a memorandum of the termination and to provide a copy of such document to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner **Eileen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of September, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

KMM

Kevin Marker

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REAL ESTATE SERVICES

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LEASE AGREEMENT

THIS AGREEMENT made and entered into this 20th day of DECEMBER, 1968, by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the UNIVERSITY OF MIAMI, a corporation not for profit, organized under the laws of the State of Florida, hereinafter referred to as the "University."

WITNESSETH:

WHEREAS, the County is the fee owner of certain property in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 53 South, Range 41 East, Dade County, Florida; and

WHEREAS, the University desires to lease a part of said land from the County and to acquire the building located thereon by purchase from the John Elliott Blood Bank of Dade County, Inc., for use by its School of Medicine; and

WHEREAS, by Resolution No. R-1314-68, duly adopted NOVEMBER 4th 1968, the Board of County Commissioners of Dade County, Florida, has authorized the leasing of the required County-owned lands for the purposes herein set forth;

NOW, THEREFORE, in consideration of the premises, and the covenants, conditions, limitations and agreements herein contained, the County hereby leases to the University, and the University hires from the County, the following described lands, situate, lying and being in the City of Miami, Dade County, Florida, to wit:

A portion of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 53 South, Range 41 East and a portion of Tract 1 of JACKSON MEMORIAL HOSPITAL TRACTS, according to the plat thereof recorded in Plat Book 55 at Page 5 of the Public Records of Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 35; thence run North along the East line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 35 for a distance of 570.00 feet; thence run N 84°04'00" W for a distance of 53.17

Prepared by
Dade County

feet to the point of intersection with the East line of said Tract 1, said point of intersection being 8.94 feet Southerly of the Northeast corner of said Tract 1 and said point of intersection also being the Point of Beginning of the herein described parcel; thence continue N 84° 04'00" W for a distance of 90.00 feet; thence run N 5°36'00" E for a distance of 80.00 feet; thence run N 84°04'00" W for a distance of 30.00 feet; thence run N 5°36'00" E for a distance of 72.16 feet; thence run N 75°34'09" E for a distance of 80.00 feet; thence run S 84°04'00" E for a distance of 45.00 feet to a point on the Westerly right of way line of N. W. 10th Avenue as described in Deed Book 3869 at Page 349 of the Public Records of Dade County, Florida; thence run S 5°36'00" W along the Westerly right of way line of N. W. 10th Avenue for a distance of 180.00 feet to the Point of Beginning.

TO HAVE AND TO HOLD unto the said University for a term of eighty (80) years from and after the date of this Lease Agreement for and at an annual rental of One (\$1.00) Dollar payable to the County through the Director, Dade County Finance Department, by the University for the use and occupancy of said lands, subject, however, to the conditions, covenants and agreements contained herein.

ARTICLE I
USE

A. The University covenants, warrants and agrees to use this property only in connection with its School of Medicine and for no other purposes; and that it will neither cause nor permit any unlawful, improper or offensive use of the premises hereby leased.

B. The University agrees that it will not, without the written consent of the County, construct, demolish, alter or change any improvements on the demised premises.

C. The University agrees that its operations on the premises leased herein shall be within the scope of the above stated purposes, and if for any reason it shall become impossible or impractical to conduct such operations within such purposes, or if the University fails to operate within such purposes for a period of one (1) year, or should the operations contemplated hereunder be other than non-profit, then in any such event this lease shall stand cancelled, become null and void and of no further force and effect, and all of the land and improvements thereon shall become the property of the County.

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D. The University agrees that it will not, without previous consent in writing from the County, assign, transfer, encumber, sub-lease or lease the premises, or any part thereof.

ARTICLE II
INDEMNIFICATION

The University does hereby indemnify and agree to save the County harmless from any and all claims, liability, losses and causes of actions which may arise out of this Lease Agreement. The University shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

ARTICLE III
INSURANCE

The University shall maintain during the terms of the Agreement the following insurance:

- (A) Public Liability Insurance in amounts not less than \$100,000 per person and \$300,000 per accident for bodily injury and \$25,000 per accident for property damage.
- (B) Contractual Liability Insurance covering all liability arising out of the terms of this Agreement.
- (C) Hazard Insurance to include at least Fire, Extended Coverage, and Vandalism and Malicious Mischief for the full insurable value of any structure located upon the demised premises.

The insurance coverage required shall include those classifications listed in standard Liability Insurance manuals which most nearly reflect the operations of the University.

All insurance policies shall be issued in companies authorized to do business under the laws of the State of Florida.

The University shall furnish certificates of insurance to the County, subject to the approval of the Manager, Insurance and Safety Division, and thereafter 30 days prior to the expiration date of the policies, which certificates shall clearly indicate that the University has obtained insurance.

20 1295 35

In the type, amount and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

Compliance with the foregoing requirements shall not relieve the University of its liability and obligations under this section or under the Indemnification and Hold Harmless Article, or any other portion of this Agreement.

ARTICLE IV

MAINTENANCE AND SURRENDER

The University agrees to maintain and keep in a good state of repair, normal wear and tear, excepted, the demised premises and any improvements thereon during the term of this lease; and the University agrees that at the end of the term of this lease or upon any cancellation thereof, that all of the demised premises and improvements thereon shall be surrendered in good condition, except for reasonable wear and tear; and all rights, title and interest in the improvements shall be solely vested in the County.

The aforementioned maintenance and repairs to be performed by the University of Miami shall include, but not be limited to, necessary painting, re-roofing and roofing repairs.

ARTICLE V

BANKRUPTCY AND DEFAULT

In the event that the University shall file a petition in bankruptcy, or be adjudicated a bankrupt, or make an assignment for the benefit of creditors, or take advantage of any insolvency act, the County may, if it shall so elect, at any time thereafter terminate this lease and the term hereby granted by giving the University thirty (30) days notice in writing of its election so to do, and such notice having been given, this lease and the term hereby granted shall terminate, expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this lease for the termination or expiration thereof.

If the University defaults in any of the University's undertakings in this lease or fails to perform, abide by or comply with any of the conditions, covenants, provisions or agreements herein set forth, or if the University abandons the demised premises, then and in any such event, the County at its election, may terminate this lease and declare it cancelled by appropriate Resolution. All notices given under this lease shall be in writing and delivered by either certified or registered mail. Notice shall be effectively served by the County

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upon the University when addressed to the University at Post Office Box 8013, Coral Gables, Florida, or such other address as may be hereafter given in writing to the County by the University. Notice shall be effectively served by the University upon the County when addressed to the Board of County Commissioners and mailed to the Dade County Courthouse.

The failure of the County in any one or more instances to insist upon the strict performance of any of the covenants of this lease or to make an election to terminate for breach of the terms of this lease, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, agreement or election, but the same shall continue and remain in full force and effect.

ARTICLE VI 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 in connection with any County property or facilities operated or maintained under lease, license or other agreement from Dade County or its agencies. The University agrees to conform to this policy as expressed in said Resolution in its use of the demised premises.

ARTICLE VII REMOVAL OF PERSONAL PROPERTY

All personal property placed on the premises by the University shall be removed on or before the effective date of the expiration or cancellation of this Agreement.

If the University shall fail to remove its property upon the expiration or cancellation hereof, the County may, at its option, as agent for the University and at the University's risk and expense, remove such property to a public warehouse, or retain the same in its own possession and after the expiration of thirty (30) days sell the same at public auction, the proceeds of which shall be applied first to the expense of the storage and sale, second to any sums owed by the University to the County, and any balance remaining shall be paid to the University. Any excess of the cost of removal and said sale over the proceeds of sale shall be paid by the University.

ARTICLE VIII
UTILITIES

The County, during the term of this Agreement, shall furnish to the University at the County's cost and without charge to the University, over and above the rental heretofore specified, such hot water and steam as the operations of the University shall require upon the demised premises.

The University will, at its own expense, pay all electric, gas and other utility charges, license and necessary permit fees or other maintenance and operating expenses during the term of this Lease Agreement.

This Lease Agreement shall be binding upon the parties hereto and their successors and assigns, but may not be assigned nor will any of the premises be subleased without the approval of the County by way of a resolution duly adopted by its County Commission.

IN WITNESS WHEREOF, the County and the University have caused this Agreement to be executed by their respective proper officers duly authorized thereunto, the day and year first above written.

(OFFICIAL SEAL)

E. B. LEATHERMAN, Clerk

Deputy Clerk

(OFFICIAL SEAL)

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

By

COUNTY MANAGER

UNIVERSITY OF MIAMI

By

Vice President

State of Florida, County of Dade.

This instrument is filed for record the 7 day of Jan.
1969 at 4:21 P.M. and duly recorded in OFFICIAL RECORDS
Book 6235 on Page 32 File # 620 3564

E. B. LEATHERMAN
Clerk Circuit Court

By J. S. Dublin D.C.

RESOLUTION NO. PHT 06/2023 - 035

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO SEEK MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONER APPROVAL FOR THE MUTUAL TERMINATION OF THE GROUND LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE UNIVERSITY OF MIAMI FOR THE ELLIOTT BUILDING PROPERTY LOCATED AT 1800 NW 10TH AVENUE, MIAMI, FLORIDA AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO TAKE ALL ACTION NECESSARY, INCLUDING EXECUTING AGREEMENTS AND INSTRUMENTS, TO EFFECTUATE THE SAME

Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management and Chief Procurement Officer, Jackson Health System

WHEREAS, Miami-Dade County and the University of Miami (University) entered into a ground lease agreement (Ground Lease) on December 20, 1968 to allow the University to occupy the former Elliott Blood Bank Building located at 1800 NW 10th Avenue, Miami, Florida for a term of 80 years;

WHEREAS, the term of the Ground Lease is scheduled to terminate on December 20, 2048;

WHEREAS, the Trust has requested that the University and Miami-Dade County mutually terminate the Ground Lease to allow the Elliott Building Property to be demolished by the Trust and incorporated into the new Emergency Department at Jackson Memorial Hospital project (Project);

WHEREAS, the Trust now seeks to authorize the Chief Executive Officer to seek Board of County Commissioner approval to mutually terminate the Ground Lease; and

WHEREAS, the Chief Executive Officer of the Trust, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board authorizes the Chief Executive Officer to seek Miami-Dade County Board of County Commissioner approval for the mutual termination of the Ground Lease Agreement between Miami-Dade County and the University of Miami for the Elliott Building property located at 1800 NW 10th Avenue, Miami, Florida.

Section 3. This Board further authorizes the Chief Executive Officer to take all action necessary, including executing agreements and instruments, to effectuate the transaction and accomplish the purposes thereof.

-Page 2-

The foregoing resolution was offered by Amadeo Lopez Castro, III and the motion was seconded by Laurie Weiss Nuell as follows:

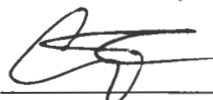
Matthew J. Allen	Absent
Antonio L. Argiz	Absent
Amadeo Lopez-Castro, III	Aye
Laurie Weiss Nuell	Aye
Walter T. Richardson	Aye
Carmen M. Sabater	Aye

The Chairperson thereupon declared the resolution as duly passed and adopted this 28th day of June, 2023.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: 
Laurie Weiss Nuell, Secretary

Approved by the Miami-Dade County Attorney's Office as to form

And legal sufficiency 



TO: Walter T. Richardson, Chairman
and Members, Public Health Trust Board of Trustees

FROM: Rosa Costanzo
Senior Vice President Strategic Sourcing, Supply Chain Management
and Chief Procurement Officer

DATE: June 28, 2023

RE: Mutual Termination of Elliott Building Ground Lease between Miami-Dade County and the
University of Miami

Recommendation

Staff recommends that the Public Health Trust Board of Trustees (Board) authorize the Chief Executive Officer to seek Miami-Dade County Board of County Commissioner approval for the mutual termination of the Ground Lease Agreement between Miami-Dade County and the University of Miami (University) for the Elliott Building property located at 1800 NW 10th Avenue, Miami, Florida (Ground Lease).

Scope

The proposed mutual termination of the Ground Lease allows the Trust to incorporate the Elliott Building Property into the new Emergency Department at Jackson Memorial Hospital Project (Project) as planned.

Fiscal Impact

There is no fiscal impact associated with this item.

Track Record/Monitor

Dan Chatlos, Director, Real Estate Services, would track and monitor the transaction.

Background

Miami-Dade County and the University of Miami entered into the Ground Lease on December 20, 1968 to allow the University to occupy the former Elliott Blood Bank Building for a term of 80 years. The Ground Lease is currently scheduled to expire on December 20, 2048.

The Trust is commencing construction of the Project in August of 2023 and has requested that the University vacate the Elliott Building and terminate the Ground Lease to allow the Trust's use of the Elliott Building Property as part of the Project.

Board of County Commissioner approval is required to mutually terminate the Ground Lease. Accordingly, staff recommends that the Board authorize the Chief Executive Officer to seek Board of County Commissioner approval for the above referenced action and to take all action necessary to effectuate the same.

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("Termination") is made and entered into this ____ day of _____ 2023 ("Effective Date") by and between Miami-Dade County, a political subdivision of the State of Florida ("County") and the University of Miami, a Florida not-for-profit corporation authorized to transact business in the State of Florida ("University," collectively, the "Parties").

RECITALS

- A. **WHEREAS**, on December 20, 1968, the County and the University entered into a lease agreement ("Lease Agreement"), a copy of which is attached hereto as Exhibit "A," for the premises located at 1800 NW 10th Avenue, Miami, Florida ("Premises"), whereby the University leased the Premises from the County for a term of eighty (80) years;
- B. **WHEREAS**, the Miami-Dade County Board of County Commissioners created the Public Health Trust of Miami-Dade County ("Trust") in 1973 pursuant to Chapter 25A-1 of the Code of Miami-Dade County ("Code") and transferred possession, operating control, and governance of "designated facilities" to the Trust in accordance with Chapter 25A-2(b) of the Code;
- C. **WHEREAS**, the Premises is part of the designated facilities of the Trust as defined in Chapter 25A-2(a) of the Code;
- D. **WHEREAS**, the University wishes to utilize a portion of County-owned land located at 1145 NW 14th Terrace, Miami, Florida ("Tract 4 Property"), which the University currently leases from the County subject to a pre-existing lease agreement between the County and Ronald McDonald House Charities of South Florida, Inc. ("Ronald McDonald House");
- E. **WHEREAS**, the County has entered into a new lease with Ronald McDonald House for vacant property located on the Jackson Memorial Medical Center campus, to allow Ronald McDonald House to construct and to relocate its operations to a newer, larger building;
- F. **WHEREAS**, pursuant to Resolution No R-547-22, the County has also agreed to mutually terminate the pre-existing lease with Ronald McDonald House following Ronald McDonald House's commencement of operations at its new location, which would allow the University to utilize and develop the Tract 4 property;
- G. **WHEREAS**, the Trust intends to construct a new Emergency Department on the Jackson Memorial Medical Center campus, and has determined that incorporating the site of the Premises into the new Emergency Department footprint optimizes the design and efficiency of the project;

- H. **WHEREAS**, early termination of the Lease Agreement would enable the Trust to incorporate the existing Premises into the site of the Trust's new Emergency Department project;
- I. **WHEREAS**, the University has agreed to vacate the Premises early and rescind the Lease Agreement;
- J. **WHEREAS**, the Parties desire to terminate the Lease Agreement prior to the scheduled expiration date;
- K. **WHEREAS**, the Trust joins in this Termination to acknowledge its rights and obligations hereunder.

NOW THEREFORE, for good and valuable consideration, the Parties do mutually covenant and agree to and with each other as follows:

- 1) Termination. As of the Effective Date of this Termination, the Lease Agreement is terminated and of no further force or effect ("Termination Date").
- 2) Surrender of Premises. The University shall surrender possession of the Premises to the Trust on or before the Termination Date in its as-is condition. University agrees to comply with all of its obligations and responsibilities under the Lease Agreement, except as modified hereby, through the Termination Date.
- 3) Release. The Parties, for themselves and their respective successors and assigns, hereby release each other from any and all obligations, duties and agreements contained in the Lease Agreement, except for the obligations under this Termination. Notwithstanding the foregoing, the Parties agree that all obligations and indemnities contained in Article II and Article VII of the Lease Agreement shall survive such termination and release granted herein with respect to any events, acts, or omissions occurring, taken, or failed to be taken prior to the Termination Date herein.
- 4) Governing Law and Venue. This Termination shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida. Venue in any proceeding or action among or between the Lessor and Lessee arising out of or related to this Termination, including its interpretation and enforcement, shall be exclusively in Miami-Dade County, Florida. Each party shall bear its own respective attorneys' fees, fees for expert witnesses, and court costs.
- 5) Integration. This Termination contains the entire and final agreement of the Parties with respect to the expiration and termination of the Lease Agreement and the University's related surrender of the Premises and is intended to be an integration of all prior negotiations and understandings. No change or modification to this Termination shall be

valid unless the same is in writing and is signed by the Parties. No waiver of any of the provisions of this Termination shall be valid unless the same is in writing and signed by the party against which it is sought to be enforced.

- 6) Severability. Should any provision contained in this Termination be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Termination shall remain unmodified and in full force and effect.
- 7) Counterparts. This Termination may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original. Execution and delivery of this Lease by portable document format ("PDF") copy bearing the PDF signature or by DocuSign of any party hereto shall constitute a valid and binding execution and delivery of this Termination by such party. Such PDF copies shall constitute enforceable original documents.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, in consideration of the mutual entry to this Termination, for other good and valuable consideration, and intending to be legally bound, the Parties hereto have duly executed this Agreement as of the date written above.

Approved as to form and
legal sufficiency

By _____
Kevin M. Marker
Assistant County Attorney

LANDLORD

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

By: _____

Name: _____

Title: _____

Date: _____

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and
Comptroller

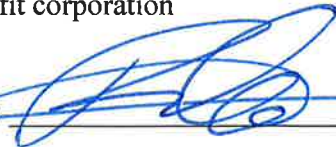
By: _____
(Deputy Clerk Signature)

Print
Name: _____

Date: _____

TENANT

UNIVERSITY OF MIAMI, a Florida not-for-
profit corporation

By:  _____

Name: Ramon Coto

Title: Vice President and Chief Financial
Officer, UHealth

Date: 8/31/23 _____

ATTEST:

PUBLIC HEALTH TRUST OF MIAMI-
DADE COUNTY, FLORIDA, an agency and
instrumentality of Miami-Dade County

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____