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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Amended
Agenda Item No. 5(I)

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

DATE: November 6, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving pursuant to sections 125.045 and 125.379, Florida Statutes, an assignment from 13 Pista, LLC to Landmark QOZB Construction, LLC of a lease and development agreement approved by Resolution No. R-237-18; authorizing rescission of termination subject to conditions precedent; approving general terms of Amended and Restated lease and Development Agreement between County and developer for lease of approximately 73.78 acres, potentially increased by approximately 73 additional acres, of County land at 20000 NW 47th Avenue, unincorporated Miami-Dade County, for initial term of 30 years with future rent for years remaining in initial term projected at $17,326,502.87 and two additional 30 year options to renew, for the economic development of a live, work, play establishment including recreation and sports facilities, retail development, a hotel, warehouse space, and affordable housing; revising, in accordance with section 125.379(1), Florida Statutes, the inventory list of real properties for affordable housing use, after a public hearing; authorizing and approving, pursuant to section 125.38, Florida Statutes, the sublease of a portion of such land to not-for-profit entities, His House, Inc. and The Center for Family and Child Enrichment, Inc.; authorizing the payment by the County of up to $3,078,165.07 to assist in the relocation of His House, Inc.; waiving section 2-10.4.2 of the County code, and Implementing Order 8-4 and Resolution No. R-130-06 regarding execution of contract; authorizing and delegating authority to the County Mayor to negotiate, amend, finalize and execute same subject to certain conditions, exercise all rights therein, and take all actions to effectuate same

Resolution No. R-974-24

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.

For
Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

MIAMI-DADE COUNTY

Date: November 6, 2024

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

From: Daniella Levine Cava
Mayor

Subject: Directing Rescission of Notice of Termination, Assignment of Lease Agreement, and Amended and Restated Lease and Development Agreement Between Miami-Dade County and Landmark QOZB Construction, LLC for County Owned Property at 20000 NW 47 Avenue, Miami, Florida

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EXECUTIVE SUMMARY

This item seeks approval of the rescission of a Notice of Termination to 13 Pista, LLC (Original Tenant) of the Lease and Development Agreement with Miami-Dade County (County) subject to conditions precedent; an Assignment of the lease from the Original Tenant to Landmark QOZB Construction, LLC (Developer); and the execution of an Amended and Restated Lease and Development Agreement between the County and the Developer for approximately 73.78 (Demised Property) acres of the total 165.55 acres (Landmark Property) of County-owned land at 20000 NW 47 Avenue, Miami, Florida, with the ability to lease approximately 73 additional acres if certain conditions are met. The development proposes economic development in accordance with Florida Statutes, Section 125.045 by building recreation and sports facilities, a community center, retail facilities, warehouses, and a hotel, and affordable housing under Florida Statutes Sections 125.045 and 125.379 by creating affordable housing units with associated amenities, for a live, work, play project (Project). Furthermore, the Developer shall contribute financially to relocation of two non-profit entities that currently occupy a portion of the Landmark Property and has proposed to potentially develop two facilities on a portion of the Demised property, in order to relocate two nonprofit entities that currently occupy a portion of the Landmark property that the developer is interested in leasing upon successful relocation of the non-profits.

RECOMMENDATION

This Memorandum seeks Board of County Commissioners (Board) approval of the attached resolution authorizing a series of transactions involving: (a) the rescission of the Notice of Termination of a Lease and Development Agreement (Original Lease) issued to 13 Pista, LLC (Original Tenant); (b) an Assignment of Lease from the Original Tenant to Developer; and (c) approval of the general terms of an Amended and Restated Lease and Development Agreement (Agreement) pursuant to sections 125.045 and 125.379, Florida Statutes between the County and the Developer of approximately of 73.78 acres of mostly vacant land for economic development purposes (Demised Property), with a potential increase in the amount of leased land of up to approximately 73 additional acres; (c) the potential development and construction of new facilities on approximately 10.9 acres of land on the Demised Property, which facilities will be subleased to two nonprofit entities to be relocated from their current location on a portion of the Landmark Property; and (d) the allocation of $3,078,165.07 of funds owed to the County by the Developer to assist His House, Inc., one of the two nonprofit entities, in its relocation.

Additionally, this item includes:

- The terms and conditions in the Lease Agreement by which there can be an increase to the Demised Property by up to approximately 73 acres of additional land within the Landmark Property (Additional Land), under the following conditions:

  - If Developer assists the existing nonprofit entity holdover tenants with securing a new property and supporting their relocation and subsequently vacating their currently occupied portion of the Landmark Property, which totals approximately 33 acres (the "Nonprofits Parcel"), and/or
  - If Developer and County are unable to reach an agreement on the boundaries or alternate location of an area needed for regional stormwater retention, currently estimated at 40.32 acres, within the Landmark Property (the Demised Premises and the Additional Land collectively the "Property"); and/or
  - If Additional Land in the Nonprofits Parcel is not encumbered by a lease to the Nonprofit Entities and can be leased to the Developer in the County's discretion.

- Total projected base Annual Rent for the remainder of the initial term of the Original Lease of $17,326,502.87 based on the rent schedule of the Original Lease, said base rent adjusted and increased thereafter as further explained below, with final amount of base annual rent contingent on the total acreage to be leased to the Developer. The Agreement calls for no less than 767 full time or full-time equivalent jobs at the Property, to be maintained for a minimum period of 15 years.

- The potential sublease of 13 acres of the Demised Property to His House, Inc. (His House) and the Center for Family and Child Enrichment, Inc. (CFCE) (Nonprofit Entities) currently located on the Nonprofits Parcel, if a mutually approved alternative location cannot be found, within the timeframe stipulated in the Agreement..

- The County Mayor or County Mayor's designee has delegated authority to negotiate and finalize the terms of the Agreement, provided: (a) said terms and conditions are consistent with the terms and conditions provided in the Agreement; (b) the Agreements' economic development and job hiring conditions and penalties for failure to meet the economic development and job hiring conditions are not reduced by more than 10%, unless otherwise adjusted in the event of extensions or other adjustments as further set forth herein; (c) no additional financial obligations or liabilities are imposed on the County; (d) no policies of the Board are violated or modified in the final terms of the Agreement; and (e) the exhibits setting forth legal descriptions and surveys are consistent with the diagrams attached to the Agreement as placeholders.

- Waiver of the requirements of Implementing Order 8-4, and Board Resolution No. R-130-06 requiring execution of the Agreement by the Developer before submitting this item to the Board., which is recommended based on the complexities of the assignment of the Original Lease and subsequent amendments, which County and Developer are still finalizing and which require further negotiations to maximize benefits to the County.

- Waiver of the requirements of Section 2-10.4.2 of the County Code requiring two appraisals for the Property if the estimated fair market value is over $5 million.

SCOPE

The Property is located in Commission District 1, which is represented by Commissioner Oliver G. Gilbert III, but the Project will have a positive countywide impact.

FISCAL IMPACT/FUNDING SOURCE

From the Effective Date of the Agreement, through the end of the initial 30-year term of the Original Lease, projected total base Annual Rent is $17,326,502.87, based on the rent schedule of the Original

Lease adjusted to reflect the initial lease acreage of approximately 74 acres. The rent for this period will be adjusted once the total leased acreage is determined pursuant to the Agreement. In 2048, the 31st year of the Original Lease, and at each 15th year thereafter if Developer exercises the option to extend the Term, Annual Rent will be recalculated by multiplying the fair market value of the Demised Property, established by an appraiser chosen by the County, by the then prevailing interest rate of the 30-year United States Treasury Note plus two percent. Additionally, for each second year of successive 15-year periods, each additional year will be adjusted upwards by the CPI, not to exceed 3%, until the next appraisal, all as more specifically set forth in the Agreement.

The Developer will also pay to the County, within 10 days of the Effective Date: (i) past rent due from the Original Tenant in the amount of $367,103.84; (ii) a 50 percent reimbursement for County expenses incurred for demolition and securing of the Landmark Property, in the amount of $1,337,341.63 (which is an obligation of the Original Tenant under the Original Lease); and (iii) liquidated damages due from the Original Tenant, in the amount of $1,373,719.60, for the total aggregate amount of $3,078,165.07 (collectively the "County Payments"). While the County paid the Original Tenant $253,867.00of Building Better Communities General Obligation Bond Program (GOB) funds towards the design of the Northwest Dade Government Center on the Landmark property that was not and will not be built, the County is not requiring the Developer to repay the GOB funds as part of the County Payments. Further, since the Nonprofit Entities render important services to the underserved populations within the community facing great needs and hardships, the County will contribute up to the amount of $3,078,165.07 from the Developer's payment to the County towards the relocation efforts of His House, Inc., subject to the conditions set forth in the Agreement.

The Developer will contribute funds to assist the Nonprofit Entities in their relocation efforts as detailed in the Agreement and summarized below.

- A total of $4.4 million if the Nonprofit Entities elect new facilities on the Nonprofit Entities Alternative Parcel
- A total of $12.9 million if the Nonprofit Entities elect new facilities off-site, or to relocate to an existing off-site facility

If the Nonprofit Entities elect to remain on the Landmark Property and relocate to the Nonprofit Entities Alternative Parcel, the Developer will increase its budget for the community center/recreational facilities to enhance the project's recreational facilities. The Developer will also charge access and/or rental fees for these facilities consistent with the access or rental fees the County charges on similar properties owned and operated by the County.

The Developer also commits to a minimum development investment of $500 million for the phased development detailed in the Agreement, subject to a pro-rata adjustment if phases are not completed.

1. Phase 1 - No less than the Recreation Facilities and the site work for the Development Concept, as those terms are defined in the Agreement: $73 million. The Recreation Facilities will have no less than 20 acres of recreation and sports facilities, including athletic fields and a privately-owned and operated indoor community center open to the public, with 25,000 square feet, with recreational programming and compatible ancillary uses.
2. Phase 2 - ~ 67% of the Retail Facilities and ~50% of the Housing Facilities, as those terms are defied in the Agreement: $138 million. The Retail Facilities will have no less than 65,000 square feet and include entertainment and sports-themed restaurants and retail establishments and ancillary retail facilities. The Housing Facilities will include no less than 1,000 units of affordable housing for individuals and families earning no more than 120% of the Area Median Income (AMI), which shall be governed by a Rental Regulatory Agreement.

3. Phase 3 - The Hotel, balance of the Retail Facilities, and balance of the Housing Facilities: $142 million. The Hotel will have a minimum of 100 rooms.
4. Phase 4 - ~33% of the Warehouse Facilities, as defined in the Agreement: $49 million. The Warehouse Facilities will have a minimum of 1,000,000 square feet of enclosed warehouse space integrated into the Property and adjacent to the Recreation Facilities, with a focus on film/production and sports and entertainment uses, such as indoor golf, and distribution/logistics for affiliated uses.
5. Phase 5 - ~33% of the Warehouse Facilities: $49 million.
6. Phase 6 - ~33% of the Warehouse Facilities: $49 million.
7. The Developer also commits to a minimum spend of $15.6 million on Public Infrastructure, as defined in the Agreement, to include roadways and sidewalks, water and sewer lines, electrical lines, and other required infrastructure, the expenditure to be made by the deadline for completion of Phase 3 of the Project.

Revenue From Nonprofit Entities Leases with the County

1. CFCE currently pays $63,505.43 in annual rent to the County, and His House currently pays $763,738.00 in annual rent to the County, inclusive of electricity and water costs which are paid by the County. Upon relocation, whether on-site or off-site, the County will lose this rental income.
2. The impact to the County from lost rent revenue from the Nonprofit Entities will be mitigated by the reduction in expenses the County pays annually for the maintenance of the Landmark Property, which is around $1M and the generation of revenue from the rent paid by the Developer, in addition to the economic benefit from the development project.

Other Fiscal Impacts

Based on the proposed development, it is expected that the taxable value of the improvements to be built on the Demised Property will result in significant new tax revenue for the County.

It is recommended that this Board waive the requirement of two MAI appraisals for land valued at over $5,000,000 pursuant to Section 2-10.4.2 of the County Code, as well as Implementing Order 8-4 and Resolution No. R-130-06 requiring execution of the Agreement by the Developer prior to presentation to this Board. Due to the complexities and length of time in negotiating this transaction, especially the components related to the relocation of the Nonprofit Entities, the relocation of the Nonprofit Entities, and all the intricacies related to the assignment of the Original Lease, the appraisal process was never finalized, and the Agreement is not yet executed by the Developer. Pursuant to Resolution No. R-333-15, the Property Appraiser's 2023 market value for the entire folio, comprised of 165.55 acres is $22,376,942.00.

TRACK RECORD/MONITOR

The Internal Services Department (ISD) will manage the Agreement, along with the development of the various County-owned properties. The monitor for the project will be ISD Assistant Director Alejandro Martinez-Esteve, RA, LEED AP, ENV SP, or his designee.

DELEGATION OF AUTHORITY

Delegates the authority to the County Mayor or County Mayor's designee to: (a) negotiate, amend, finalize and execute the Agreement with the Developer including the terms of a Rental Regulatory Agreement, subject to the limitations referenced in the Resolution; (b) finalize and attach to Agreement the exhibits setting forth legal descriptions and surveys that are consistent with the diagrams attached to the Agreement as placeholders as well as any other exhibits which require revision to finalize; (c) exercise all rights conferred in the Agreement including, but not limited to, (i) any rights of termination; (ii) review and approve documents, plans, applications, and requests required or allowed by the Developer to be submitted to the County pursuant to the Agreement; (iii) execute all documents on

behalf of the County as may be necessary or convenient to approvals or consents under the Agreement; (iv) execute or consent to subleases; (v) execute and consent to amendments subject to the limitations referenced in the Resolution; and (vi) execute estoppel statements with standard terms in the industry as determined in the sole discretion of the County Mayor or County Mayor's designee; (d) take all actions necessary to effectuate the transactions set forth herein; and (e) submit a copy of the final executed Agreement and Rental Regulatory Agreement to the Clerk of the Board, who shall file same along with the resolution to attached to this Memorandum.

BACKGROUND

On June 21, 2005, the Board of County Commissioners approved Resolution No. R-784-05 for the acquisition of the Landmark Property from the State of Florida (State). At the time of the County's acquisition, His House, Inc. and two other social service agencies occupied a portion of the property providing foster caser and other essential services. In addition to housing the Nonprofit Entities providing important social services, the property also houses Miami-Dade Fire Rescue Department (MDFR) Station #51. The County acquired the land, worked with the nonprofit social services entities to create appropriate leases for their facilities, held several public meetings to determine what development was appropriate for the district, and undertook other actions to facilitate the development of the property.

On March 16, 2018, the Board approved, pursuant to Resolution No. R-237-18, the Original Lease between the County and the Original Tenant for a portion of the Landmark property, consisting of approximately 97 acres of land with the ability to increase to approximately 140 acres once the Original Tenant constructed new facilities for the Nonprofit Entities and they relocated. The Original Tenant committed to develop and construct a mixed-use entertainment, amusement, and recreational facility, including a precision driving course, a hotel, and club facilities, along with a community center and a North Dade Government Center to be owned and operated by the County. The Original Tenant also was required to build new facilities for the nonprofit entities on other County-owned land.

The Original Tenant failed to comply with the terms and conditions of the Original Lease, as amended by Resolution No. R-1023-20, and as a result, the County issued a Notice of Termination of the Original Lease Agreement, dated December 8, 2022. Following the issuance of the Notice of Termination, subsequent discussions and negotiations ensued, ultimately resulting in a meeting in 2023 to discuss the option of an assignment and amendment. On November 7, 2023, the Developer submitted a proposal to the County, requesting: (a) an assignment of the Original Lease from the Original Tenant to the Developer; and (b) an amendment of the Original Lease to replace the project under the Original Lease with the Project. The request was made pursuant to Florida Statutes Sections 125.045 and 125.379.

The Developer's proposal includes:

- No less than 20 acres of recreation and sports facilities, including athletic fields and a privately owned and operated 50,000 sq.ft. indoor community center that is open to the public.
- No less than 65,000 sq.ft of retail development, including entertainment and sports-themed restaurants and retail establishments.
- A hotel with a minimum of 100 rooms.
- A minimum of 1,000,000 sq.ft of enclosed warehouse space.
- No less than 1,000 units of affordable housing, limited to 120% AMI.
- A Minimum Development (as defined in the Agreement) investment of $500,000,000.00.
- A Minimum Public Infrastructure (as defined in the Agreement) investment of $15,600,000.00.

- Creation of a minimum of 767 jobs, created in accordance with the development phases, adjusted once the actual acreage is determined and any requested modifications to the Minimum Development are approved.
- A development with six separate phases of completion.
- Relocation of Nonprofit Entities to approved off-site location or within the Demised Property.
- Regional stormwater retention area of up to approximately 40 acres.

Landmark QOZB Construction, LLC is a Florida limited liability company, which is 100% owned by MASCAP Qualified Opportunity Fund LLC, which is in turn 100% owned by Juan Carlos Mas. Mr. Mas is the chairperson of The Mas Group, chairman and founder of Synergy Rents, owner and managing member of seven Bobcat dealers in Florida, and principal or investor in numerous other companies actively engaged in the real estate industry and in real estate investment and development

ISD conducted due diligence and responsible entity reviews of the Developer and found no impediment to entering into the Agreement. Similarly, ISD conducted a due diligence review of the Demised Property and found no obstacles or issues that would preclude the requested Assignment of Lease and Agreement and the Amended Lease, except as to the potential Stormwater Retention which was a request by RER to retain approximately 40 acres of the Landmark Property for a regional stormwater facility. Developer and County will work to identify the configuration of the stormwater facility and if no agreement can be reached, this issue will be resolved by allowing Developer to lease up to the 40 acres and RER will identify alternate property.

Carladenise Edwards
Chief Administrative Officer

MEMORANDUM

(Revised)

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

DATE: November 6, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Amended Agenda Item No. 5(I)

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 ____, majority plus one ____, 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) ____, 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 _____

Amended
Agenda Item No. 5(I)
11-6-24

RESOLUTION NO. **R-974-24**

RESOLUTION APPROVING PURSUANT TO SECTIONS125.045 AND 125.379, FLORIDA STATUTES, AN ASSIGNMENT FROM 13 PISTA, LLC TO LANDMARK QOZB CONSTRUCTION, LLC OF A LEASE AND DEVELOPMENT AGREEMENT APPROVED BY RESOLUTION NO. R-237-18; AUTHORIZING RESCISSION OF TERMINATION SUBJECT TO CONDITIONS PRECEDENT; APPROVING GENERAL TERMS OF AMENDED AND RESTATED LEASE AND DEVELOPMENT AGREEMENT BETWEEN COUNTY AND DEVELOPER FOR LEASE OF APPROXIMATELY 73.78 ACRES, POTENTIALLY INCREASED BY APPROXIMATELY 73 ADDITIONAL ACRES, OF COUNTY LAND AT 20000 NW 47TH AVENUE, UNINCORPORATED MIAMI-DADE COUNTY, FOR INITIAL TERM OF 30 YEARS WITH FUTURE RENT FOR YEARS REMAINING IN INITIAL TERM PROJECTED AT $17,326,502.87 AND TWO ADDITIONAL 30 YEAR OPTIONS TO RENEW, FOR THE ECONOMIC DEVELOPMENT OF A LIVE, WORK, PLAY ESTABLISHMENT INCLUDING RECREATION AND SPORTS FACILITIES, RETAIL DEVELOPMENT, A HOTEL, WAREHOUSE SPACE, AND AFFORDABLE HOUSING; REVISING, IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES, THE INVENTORY LIST OF REAL PROPERTIES FOR AFFORDABLE HOUSING USE, AFTER A PUBLIC HEARING; AUTHORIZING AND APPROVING, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, THE SUBLEASE OF A PORTION OF SUCH LAND TO NOT-FOR-PROFIT ENTITIES, HIS HOUSE, INC. AND THE CENTER FOR FAMILY AND CHILD ENRICHMENT, INC.; AUTHORIZING THE PAYMENT BY THE COUNTY OF UP TO $3,078,165.07 TO ASSIST IN THE RELOCATION OF HIS HOUSE, INC.; WAIVING SECTION 2-10.4.2 OF THE COUNTY CODE, AND IMPLEMENTING ORDER 8-4 AND RESOLUTION NO. R-130- 06 REGARDING EXECUTION OF CONTRACT; AUTHORIZING AND DELEGATING AUTHORITY TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE, AMEND, FINALIZE AND EXECUTE SAME SUBJECT TO CERTAIN CONDITIONS, EXERCISE ALL RIGHTS THEREIN, AND TAKE ALL ACTIONS TO EFFECTUATE SAME

WHEREAS, pursuant to Resolution No. R-237-18, the County and 13 Pista, LLC (the "Original Tenant") entered into a Lease and Development Agreement on August 1, 2018, leasing a portion of County-owned land located at 20000 NW 47 Avenue, Miami, Florida 33055, unincorporated Miami-Dade County, identified by Folio Number: 30-1131-001-0030 ("Property"), to develop a multiphase commercial mixed-use entertainment, amusement, and recreational facility, including a precision driving course, a hotel, and club facilities, which was later amended pursuant to Resolution No. R-1023-20 to extend certain performance deadlines (collectively the "Original Lease"); and

WHEREAS, after the Original Tenant failed to comply with the terms and conditions of the Original Lease, the County terminated the Original Lease on December 8, 2022, by issuance of a Notice of termination; and

WHEREAS, subsequently, Landmark QOZB Construction LLC, a Florida limited liability company, ("Developer") applied to the County seeking to have the Original Lease assigned from Original Tenant to Developer, and further requested certain amendments to the Original Lease as further set forth in the accompanying Mayor's Memorandum; and

WHEREAS, in assuming the obligations under the Original Lease, the Developer has agreed to pay to the County monies owed by the Original Tenant under the Original Lease, totaling $3,078,165.07 for unpaid rent, 50 percent of the costs expended by the County to satisfy the obligations of the Original Tenant to secure the Property and demolish unsafe structures, and liquidated damages for the failure of the Original Tenant to timely create required jobs; and

WHEREAS, among other obligations, as further set forth in the Amended and Restated Lease and Development Agreement attached as Exhibit "A" and incorporated herein (the "Amended Lease"), the Developer proposes to build a live, work, play establishment, including no less than 20 acres of recreation and sports facilities, no less than 65,000 square feet of retail

development, a hotel with a minimum of 100 rooms, a minimum of 1,000,000 square feet of enclosed warehouse space, no less than 1,000 affordable housing units for individuals and families whose total annual income does not exceed 120 percent of the Area Median Income, and potentially two facilities on land to be leased to non-profit entities, along with all the public and private infrastructure required to support and operate said facilities (collectively the "Project"), and to create a minimum of 767 full-time or full-time equivalent jobs, all pursuant to terms and conditions set forth in the Amended Lease; and

WHEREAS, the County seeks to promote economic development to invigorate the area and community surrounding the Property, and to attract tourism, industries, and companies to the County; and

WHEREAS, the County seeks to develop affordable housing in the area to satisfy the great need in our community for affordable housing; and

WHEREAS, accordingly, the County desires to rescind the termination of the Original Lease, and pursuant to sections 125.045 and 125.379, Florida Statutes, to amend the Original Lease as set forth in the Amended Lease for the development and operation of the Project, which the County finds will spur economic development and attract new businesses and jobs to North Dade and to the County and will result in the creation of much-needed affordable housing for residents; and

WHEREAS, a total of 73.78 acres will be leased to the Developer as set forth in Exhibit A-1 to the Amended Lease (the "Initial Demised Property"), which may potentially be increased by up to an additional approximately 73 acres, all subject to the conditions set forth in the Amended Lease; and

WHEREAS, section 125.379, 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, the County has identified the Initial Demised Property as appropriate, in part, for use as affordable housing and therefore wishes to revise the County's inventory list of real properties for affordable housing to include the Initial Demised Property; and

WHEREAS, the Amended Lease provides for certain potential scenarios where His House, Inc., and The Center for Family and Child Enrichment, Inc., two Florida non-profit corporations which are holdover tenants under separate leases with the County (the "Non-Profits"), may potentially be relocated outside the Property or elsewhere on the Initial Demised Property under the terms and conditions set forth in the Amended Lease; and

WHEREAS, in the event of satisfaction of the conditions set forth in the Amended Lease for such relocation of the Non-Profits, this Board finds, pursuant to section 125.38, Florida Statutes, that: (1) the Non-Profits desire such portions of the Initial Demised Property for the purposes set forth herein and in accordance with the community interest and welfare purpose for which they were incorporated; (2) the County does not require such portions of the Initial Demised Property to which the Non-Profits are relocated for other County purposes; and (3) the Developer

is authorized to sublease such portions of the Initial Demised Property to the Non-Profits for such purposes, if such Non-Profits are in fact relocated in this manner; and

WHEREAS, subject to certain conditions set forth in the Amended Lease, the County will contribute up to $3,078,165.07 for the relocation of His House, Inc.; and

WHEREAS, this Board desires to accomplish the purposes outlined in the County Mayor's Memorandum, which is incorporated herein by reference,

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

Section 1. This Board incorporates and approves the foregoing recitals as if fully set forth herein.

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 73.78 acres of County-owned land which consists of a part of real property located at 20000 NW 47 Avenue, Miami, Florida 33055, unincorporated Miami-Dade County, identified by Folio Number: 30-1131-001-0030, the Initial Demised Property.

Section 3. Subject to the conditions precedent as set forth in section 4 below, this Board: (a) authorizes the County Mayor to rescind the notice of termination issued on December 8, 2022 to the Original Tenant, and (b) approves the Assignment of the Original Lease from the Original Tenant to the Developer, and the Amended Lease between the County and Developer, in generally the form attached hereto as Exhibit "A" and incorporated herein, for an initial term of 30 years with rent projected at $17,326,502.87 through the end of the initial term, and two additional 30-year options to renew, pursuant to section 125.045, Florida Statutes with respect to the entire Project, and additionally pursuant to section 125.379, Florida Statutes with respect to the affordable housing portion of the Project.

Section 4. This Board authorizes and delegates the authority to the County Mayor or County Mayor's designee to negotiate and finalize the terms of the Amended Lease, which may also include appropriate adjustments and allocations based upon the actual final acreage leased to the Developer and finalizing the exhibits setting forth legal descriptions and surveys as well as any other required revisions to the exhibits to be attached to the Agreement, provided that: (a) said terms and conditions are no less favorable to the County as those terms contained in the Amended Lease attached to this Resolution or as otherwise set forth herein, as determined in the discretion of the County Mayor or County Mayor's designee; (b) the job salary requirements must meet, on an annual basis, the greater of the then-Living Wage, or $39,800.00 in 2024 and as adjusted each year thereafter by the Consumer Price Index for All Urban Consumers, as reported by the U.S. Bureau of Labor Statistics; (c) liquidated damages for failure to meet the job requirement in any year shall be no less than $8,000.00 per job deficiency for each of the first five years of the job reporting period, $9,600.00 per job deficiency for each of years five through ten of the job reporting period, and $11,500.00 per job deficiency for each of years ten through fifteen of the job reporting period, and the balance of the economic development and job hiring conditions are not reduced by more than 10 percent of what is set forth in the Amended Lease; (d) the final surveys and legal descriptions are consistent with the diagrams attached to the Agreement as placeholders; and (e) no policies of this Board are violated or modified in the final terms of the Amended Lease. The satisfaction of the conditions set forth in this section 4 and the Developer's and Original Tenant's execution of the Assignment and Amended Lease satisfying the terms hereof are referred to herein as the "conditions precedent."

Section 5. This Board finds that the Amended Lease will promote economic growth, attract new business enterprises, and create new jobs, and hereby approves the Amended Lease with the Developer for the development of a live, work, play establishment including recreation and sports facilities, retail development, a hotel, warehouse space and affordable housing.

Section 6. For the reasons set forth in the County Mayor's Memorandum, this Board waives: (a) the provisions of section 2-10.4.2 of the County Code requiring two MAI appraisals for Property if its estimated fair market value is over $5,000,000.00, and (b) Implementing Order 8-4 and Resolution No. R-130-06 requiring that all contracts be executed before submission to this Board.

Section 7. This Board approves payment in an amount up to $3,078,165.07 and in accordance with the terms and conditions of the Amended Lease, to assist in the relocation of His House, Inc., to be funded from the monies that were owed to the County by the Original Tenant and that the Developer has agreed to pay to the County.

Section 8. Pursuant to section 125.38, Florida Statutes, subject to the satisfaction of the conditions in the Amended Lease, this Board authorizes a sublease between the Developer and the Non-Profits on a portion of the Initial Demised Property, for use by the Non-Profits for the community interest and welfare purposes for which each of the Non-Profits was established.

Section 9. This Board authorizes the County Mayor or County Mayor's designee, subject to the conditions set forth herein to: (a) finalize and execute a Rental Regulatory Agreement set forth in section 10, herein; (b) execute the Amended Lease and exercise all rights conferred therein, including, but not limited to: (i) any rights of termination; (ii) review and approve documents, plans, applications, and requests required or allowed by the Developer to be submitted to the County pursuant to the Amended Lease; (iii) execute all documents on behalf of the County

as may be necessary or convenient to approvals or consents under the Amended Lease; (iv) execute or consent to subleases; and (v) execute and consent to amendments to the Amended Lease provided all of the conditions set forth in section 3 are adhered to with respect to any such amendment; (c) execute estoppel statements with standard terms in the industry as determined in the sole discretion of the County Mayor or County Mayor's designee; (d) take all actions necessary to effectuate the transactions set forth herein; and (e) submit a copy of the final executed Amended Lease and Rental Regulatory Agreement to the Clerk of the Board, who shall file same along with this resolution in accordance with Resolution No. R-974-09.

Section 10. This Board authorizes the County Mayor or County Mayor's designee to execute on behalf of the County a Rental Regulatory Agreement following approval by the County Attorney's Office, in generally the form attached to the Amended Lease and incorporated herein by reference. The County Mayor or County Mayor's designee is authorized to further negotiate the terms of the Rental Regulatory Agreement in a manner consistent with this resolution, including, but not limited to, negotiating rents for each of the units constructed on the Property; provided however, such rents shall be affordable as defined in section 420.0004, Florida Statutes, and based upon no more than 120 percent of area median income, as determined for Miami-Dade County by the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation. The County Mayor or County Mayor's designee is further authorized to enforce the provisions of the Rental Regulatory Agreement and to exercise all rights set forth therein, and to record same in the Public Records of Miami-Dade County.

Section 11. This Board directs the County Mayor or County Mayor's designee to provide the Property Appraiser's Office with a copy of the executed Amended Lease and the Rental Regulatory Agreement within 30 days of their execution.

The foregoing resolution was offered by Commissioner **Sen. René García**, 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 Rodriguez, Vice Chairman	**absent**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**absent**	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 6th day of November, 2024. 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. MRP

Debra Herman
Monica Rizo Perez

ASSIGNMENT, AND AMENDED AND RESTATED LEASE AND DEVELOPMENT AGREEMENT

THIS ASSIGNMENT, AND AMENDED AND RESTATED LEASE AND DEVELOPMENT AGREEMENT (hereinafter "**Lease**"), dated _____, 20____ ("**Effective Date**"), is made by and between Miami-Dade County, a political subdivision of the State of Florida, through the Internal Services Department (hereinafter "**ISD**"), having its principal office and place of business at 111 N.W. 1st Street, Suite 2460, Miami, Florida, 33128 (hereinafter "**Landlord**"), and Landmark QOZB Construction, LLC, a Florida limited liability company, having its principal office and place of business at 2990 Ponce De Leon Boulevard, Suite 500, Coral Gables, Florida 33134 (hereinafter "**Tenant**"), and, for the purpose of assigning all of its rights, title and interest in this Lease, to the Original Tenant, 13 Pista, LLC, a Delaware limited liability company ("**Original Tenant**"), which joins in and adopts the recitals herein, as well as Sections 1.3, 1.4, 1.5, and 6.1 through 6.5 of this Lease as further set forth herein.

RECITALS:

WHEREAS, the Landlord and the Original Tenant entered into that certain Lease and Development Agreement, dated August 1, 2018, leasing the Original Tenant certain property identified in Attachment 1 ("**Original Lease Agreement**"), as approved by the Miami-Dade County Board of County Commissioners (the **"Board"**), on March 6, 2018, pursuant to Resolution No. R-237-18; and

WHEREAS, pursuant to the Original Lease Agreement, the Original Tenant was required to develop a mixed-use entertainment, amusement and recreational facility, including a precision driving course, a hotel, and club facilities, along with ancillary uses; and

WHEREAS, the Original Lease Agreement was amended by that certain First Amendment to Lease Agreement, dated November 5, 2020, approved by the Board on October 6, 2020 pursuant to Resolution No. R-1023-20, which extended certain deadlines for the Original Tenant to perform certain obligations; and

WHEREAS, after the Original Tenant failed to comply with the terms and conditions of the Original Lease Agreement, the Landlord issued timely and appropriate notices to the Original Tenant to cure such non-compliance; and

WHEREAS, despite the Landlord's notices to the Original Tenant to cure the events of default, the Original Tenant failed to perform in accordance with the terms and conditions of the Original Lease Agreement, and accordingly, the Landlord terminated the Original Lease Agreement pursuant to the Notice of Termination dated December 8, 2022; and

WHEREAS, the Tenant seeks to assume the duties and obligations set forth in the Original Lease Agreement, and therefore, has requested the Landlord to rescind the termination so that it may assume the obligations of the Original Tenant, other than as amended by this Lease; and

WHEREAS, in exchange for mutual releases and other good and valuable consideration, specifically including the Tenant's commitment to perform and otherwise be responsible for any and

all of the obligations of the Original Tenant unless otherwise amended in this Lease, as well as the Original Tenant's assignment of all right, title and interest in the Original Lease Agreement to Tenant (the **"Assignment"**), the Landlord has agreed to rescind the termination, upon certain terms and conditions; and

WHEREAS, after the rescission and the Assignment, the Landlord and Tenant have agreed to amend and restate the Original Lease Agreement as hereinafter provided; and

WHEREAS, the Landlord and Tenant desire to enter into this Lease so that upon the Effective Date, this Lease shall govern the rights and obligations of the parties with respect to the Demised Property, and the Original Lease Agreement shall hereinafter be terminated and replaced in its entirety with this Lease, subject to certain conditions; and

WHEREAS, it is with the parties' intent of advancing the community interest and welfare of area residents, as well as enhancing and expanding economic activity within the community and surrounding areas, that the Landlord and Tenant desire to enter into this Lease, which is expected to spur economic development and attract new businesses to Miami-Dade County,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

ARTICLE 1

INCORPORATION OF RECITALS; EFFECTIVENESS; ASSIGNMENT

1.1. Incorporation. The foregoing recitals are true and correct and by this reference are restated and incorporated as if fully set forth herein.

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

1.3 **Assignment**. The Original Tenant hereby knowingly and intentionally assigns any and all of its right, title and interest in the Original Lease Agreement, as amended, including but not limited to the Original Tenant's leasehold interest in the Demised Property, to the Tenant. The Tenant hereby knowingly and intentionally accepts and agrees to the Assignment, and hereby agrees to perform and otherwise fulfill any and all of the duties, responsibilities and obligations that the Original Tenant was required to perform, other than as specifically amended herein. Subject to the fulfillment of the conditions subsequent set forth in Section 1.4 herein, the Landlord hereby acknowledges and consents to the Assignment between the Original Tenant and the Tenant, whereby the Tenant has assumed all of the duties, responsibilities and obligations of the Original Tenant.

1.4 **Tenant's Obligations; Condition Subsequent**. The Tenant and the Original Tenant expressly acknowledge that the Original Tenant was in default under the Original Lease Agreement, and that in accordance with this Lease, the Tenant shall be required, among the other obligations set forth herein, to comply with Sections 6.1 through 6.4 herein, which represent financial obligations that the Original Tenant owed or otherwise failed to pay to the Landlord. Notwithstanding any other term or condition set forth herein, should the Tenant fail to timely pay the full amount owed to the Landlord in the total amount of Three Million Seventy-eight Thousand One Hundred Sixty-five Dollars and Seven Cents ($3,078,165.07) within ten (10) calendar days of the Effective Date, then the Assignment and this Lease shall automatically be deemed void, and have no further force or effect.

1.5 **Release of obligations for Original Tenant.** The Landlord hereby acknowledges and agrees that after the Tenant timely pays the total amount of outstanding obligations to the Landlord as further described in Sections 6.1 through 6.4 below, the Landlord's consent to the Assignment shall be deemed valid and effective and the Original Tenant shall, from that point forward, be released from its obligations under the Original Lease Agreement, and the Original Tenant hereby releases Landlord from its obligations, if any, to the Original Tenant under the Original Lease Agreement, which shall be terminated in accordance with the terms and conditions of this Lease. In the event that the Assignment is deemed void, then this Lease shall then automatically be deemed void, and have no further force or effect.

ARTICLE 2

DEMISED PROPERTY

2.1 **Lease of the Demised Property.** The Landlord leases the Demised Property to the Tenant, in its "as-is" and "whereas" condition, with any and all faults, and Tenant rents the Demised Property from the Landlord, subject to the terms, covenants, conditions, and provisions of this Lease. The **"Demised Property"** consists of 73.78 acres, and: (a) includes a portion of the 114.1 acres of real property generally described and identified by the legal survey, which is attached hereto and marked Exhibit "A-1"; but (b) excludes a 40.32-acre portion of the 114.1 acres of real property described in Exhibit "A-2", which 40.32 acres of real property is generally described and identified by the legal survey attached hereto and marked Exhibit "N" and which is incorporated herein by this reference and referred to herein as the **"Stormwater Basin"**. A rough sketch of the Demised Property is included herein as Exhibit "A-1." The Demised Property is a portion of the approximately 165.55 acre parcel of land located at 20000 N.W. 47 Avenue, Miami, Florida 33055, and having the Folio Number: 30-1131-001-0030, which overall property is commonly known as "Landmark" or the "Community of Landmark" (hereinafter "**Landmark**"). The Demised Property may be expanded to include the Non-profit Parcel, as well as all or a portion of the Stormwater Basin, subject to the conditions and as provided in Sections 7.1 – 7.3 herein and as referenced in Section 2.6 herein.

2.2 As of the Effective Date, the Demised Property does not include the following:

(A) The approximately 33 acres of improved property currently occupied in part by His House, Inc. ("**His House**") and by the Center for Family and Child Enrichment, Inc. ("**CFCE**"), collectively, the **"Non-profit Organizations"**; referred to as the **"Non-profit Parcel,"** as legally described in Exhibit "A-4," attached hereto and incorporated herein by reference;

(B) The approximately 15-acre Government Parcel, a portion of which is currently occupied by a Miami-Dade Fire Rescue station (the "Fire Station"), as legally described in Exhibit "A-3" attached hereto and incorporated herein by reference, and

(C) The Stormwater Basin, as legally described in Exhibit "N".

2.3 No Warranties. The Landlord and Tenant hereby acknowledge and agree that the Demised Property shall be leased to the Tenant without any type of implied or expressed warranty as to: (a) the condition of the Demised Property including any property which is added to the Demised Property at any time pursuant to the terms herein, and/or whether it is fit for any particular purpose; and (b) the condition of title. The Demised Property is being leased to Tenant subject to any and all obligations, restrictions, covenants and reservations contained in the deed pursuant to which the Landlord acquired title to the Demised Property (a copy of which is attached hereto and marked as Exhibit "C", and incorporated herein by this reference) or any which previously existed or has arisen thereafter, and all other obligations, restrictions, covenants and reservations whether noted in the public records or not, and as well as all of those noted in any title search report that the Tenant may or may not have obtained on its own. Further, the Tenant hereby acknowledges and agrees that the Tenant has visited and inspected the Demised Property and has conducted its own preliminary due diligence and has satisfied itself that the Demised Property is sufficient and adequate for Tenant's intended purpose.

2.5 Reservation of Rights. The Landlord and Tenant further acknowledge and agree that the Landlord reserves for itself, including for any and all of its employees, tenants, agents, successors and assigns, and in Landlord's sole discretion to the public, to the greatest extent necessary, an access easement over, through, and under any and all roads currently existing or to be built within the Demised Property, including but not limited to access the Fire Station, any government facility and/or to the Non-profit Parcel, as well as any location(s) where the Non-profit Organizations will be located in the future, or any other properties adjacent to the Demised Property.

2.6 Expansion of Demised Property. The Landlord and Tenant understand and agree that the acreage of the Demised Property may be expanded to include additional acreage from within the Stormwater Basin and the Non-profit Parcel, subject to: (a) the satisfaction of the provisions set forth in this Lease with respect to the provision of water retention areas in the Stormwater Basin or Demised Property, (b) the relocation of the Non-Profit Organizations, and (c) any other areas of the Non-profit Parcel to the extent that such areas are not encumbered by a lease with either of the Non-Profit Organizations, as determined by the County Mayor or County Mayor's designee. Within fifty (50) days following the Landlord's written notice to the Tenant that additional acreage is available to be added to the Demised Property, the Tenant shall, after consultation with the Landlord, prepare a revised survey and legal description of the Demised Property that includes the additional acreage identified by the Landlord and that removes from the Demised Property, if necessary, any areas identified by the Landlord and Tenant as appropriate for water retention. The Landlord, through the County Mayor or Mayor's designee, shall have sixty (60) calendar days to review and provide its approval or disapproval to the Tenant of the new footprint of the Demised Property. If approved, this Lease shall be amended through an amendment approved and executed by the Tenant and the Landlord, acting through the County Mayor or Mayor's designee, to replace Exhibits A-1, A-2, and N with the new legal description and survey, respectively, and such shall

be thereafter deemed to describe the Demised Property, and the Stormwater Basin which shall thereafter be referred to as the "Revised Basin", subject to all terms and conditions set forth herein. In the event that the Landlord disagrees with such legal description, the Landlord shall advise the Tenant in writing of any corrections which must be made prior to the amendment of the Lease. The Rent, as described below, for the Demised Property is based upon the size of the Demised Property, and the Rent shall be adjusted immediately upon the execution of any amendment with respect to the new Demised Property in accordance with Section 5.2 to account for the new acreage of the Demised Property. In such event, the Lease shall be amended to revise the applicable rent provisions in the Lease through an amendment approved and executed by the Tenant and the Landlord, acting through the County Mayor or Mayor's designee.

ARTICLE 3

TERM OF LEASE / POSSESSION

3.1 **Term of Lease.**

(A) **Initial Term.** The initial term of the Original Lease Agreement commenced on August 1, 2018 ("**Commencement Date**") and shall expire thirty (30) years from the Commencement Date (hereinafter "**Term**").

(B) **Renewal Option.** Provided that the Tenant is not in breach or default under this Lease or any other obligation to the Landlord, and provided that the Demised Property (or any portion thereof) is not the subject of any Taking or under the formal or informal threat of a Taking (or inverse condemnation), the Landlord agrees that the Tenant shall have the right to exercise two (2) options (each an "**Option**" and collectively, the "**Options**") to extend the Term, each for thirty (30) years. The Tenant shall provide notice to Landlord that it is exercising the first Option (i) no later than one hundred eighty (180) days, and (ii) no earlier than three hundred sixty-five (365) days prior to the expiration of the Term; and may exercise the second Option by providing notice to the Landlord that it is exercising the second Option (i) no later than one hundred eighty (180) days, and (ii) no earlier than three hundred sixty-five (365) days prior to the expiration of the first Option. At the expiration or earlier termination of this Lease, the parties agree that the Demised Property shall revert back to Landlord, and all improvements thereon (except for the Tenant's removable personal property) shall automatically become the sole property of the Landlord, at no cost or expense to the Landlord.

3.2 **Possession; Fencing.** The Landlord and Tenant acknowledge and agree that the Tenant will take possession of the Demised Property immediately upon the Effective Date and will be responsible for securing and maintaining the Demised Property at all times after the Effective Date. The Tenant shall have the right (but not the obligation) to install a fence or other barrier on the Demised Property to separate the Demised Property from the Non-profit Parcel, or any portion thereof, for safety or security reasons, so long as the occupants of the Non-profit Parcel at all times have access (if necessary, through the Demised Property) to public roadways. Prior to the installation of any such fence or barrier, the Tenant shall provide the Landlord with an architectural rendering and legal survey of the location of the proposed fence or barrier such that the Landlord

can confirm that it will not impede access by the Non-profit Organizations to the Non-profit Parcel and Tenant shall not proceed with any such work until it has written approval from the Landlord to do so.

ARTICLE 4

CERTAIN DEFINED TERMS

In addition to other capitalized terms as defined in the introductory recitals or elsewhere in this Lease, when used in this Lease, the terms set forth below, shall be defined as follows:

4.1 **"As-Built Plans"** shall mean the actual final plans of the buildings and/or structures that are developed or otherwise built on the Landmark property, by and/or for the Tenant, including, but not limited to the two (2) facilities for the Non-profit Organizations (hereinafter "**As-Built Plans**"). The As-Built Plans are the design and Construction Plans, defined below, checked in the field for accuracy and revised to show the actual conditions, locations, elevations, and specifications of materials for the constructed improvements of the Project, including, but not limited to, any and all associated utilities, including, but not limited to, storm water management areas such as retention and detention basins and parking lots and the actual location of structures, including but not limited to, the top of any building(s), foundation(s), grades, elevations, and other key locations are to be shown on the As-Built Plans. The As-Built Plans, prior to being delivered to the Landlord, shall be certified by the architect of record for each such facility.

4.2 **"Affiliate"** shall mean any entity that is owned or controlled by Tenant or an entity to which Tenant assigns its interest or part of its interest in this Lease, it being note that such assignment shall be subject to the prior written consent of the Landlord.

4.2.1 **"Affordable"** or **"Affordable Housing"** shall mean the development of residential housing available for rental to persons or families (a) whose total annual household income does not exceed one hundred twenty (120%) percent of the Area Median Income for Miami-Dade County, adjusted for household size, in accordance with Landlord's housing requirements, and (b) rental payments that do not exceed thirty (30%) percent of the maximum household income for the Eligible Tenants living in the apartment, which represents the percentage of the median adjusted gross annual income for extremely low-, very low-, low- or moderate-income persons or households as those terms are defined in section 420.0004, Florida Statutes, as may be amended from time to time, and as published by either the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation for Miami-Dade County.

4.3 **"Annual Rent" or "Rent"** shall have the meaning ascribed to such term in Section 5.1.

4.4 **"Applicable Laws"** shall mean all present and future applicable laws, ordinance, rules, regulations, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, boards and officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions

having or acquiring jurisdiction over all or any part of the Landmark property, including, but not limited to the Demised Property.

4.5 **"Bad Actor**" shall mean any business, organization, and/or individual, including the affiliates of another business entity, concern, or person, that is, or has within the past twelve (12) months, been debarred, disqualified, removed, or suspended from performing or bidding on any work, of any type or nature, for or with Miami-Dade County. A Bad Actor shall also mean any business, organization, and/or individual in which any of its key officers, and/or the business itself, is the subject of a civil judgment, or has been convicted of, any criminal prosecution (felony or misdemeanor), by any court of competent jurisdiction, for the commission of any of the following offenses: Fraud, Embezzlement, Theft, Forgery, Bribery, Falsification, Destruction of Records, Making False Statements, Receiving Stolen Property, or any offense with an element involving moral turpitude or criminal activity with respect to a public contract, or a contract funded in whole or part with public funds.

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

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

4.8 **"Code"** shall mean the Code of Miami-Dade County, as Miami-Dade County has jurisdictional authority over the Demised Property and the planned development by the Tenant of the Demised Property.

4.8.1 **"Commencement Date"** shall mean August 1, 2018.

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

4.10 **"Community Benefits"** shall mean those benefits more particularly described in Exhibit "G" attached hereto.

4.11 **"Completion of Construction"** shall mean the occurrence of all of the following: (i) the architect of record has signed and delivered to the Landlord and to the Tenant, a certificate of final completion in accordance with the Final Plans and Specifications for each applicable facility; and (ii) a permanent Certificate of Occupancy is issued for the building(s), facility(ies), and/or structure(s), as applicable, including the completion of any and all punch list items.

4.12 **"Construction Plans"** shall consist of the final design plans for the particular building(s), facility(ies), and/or structure(s), as applicable, including the drawings and specifications which are in a format with sufficient detail, as required to obtain building Permits for all of the above.

4.13 **"County Mayor"** shall mean the Mayor of Miami-Dade County.

4.14 **"Days"** shall mean calendar days unless otherwise specifically set forth in this Lease.

4.15 **"Demised Property"** shall have the meaning ascribed in Section 2.1, of this Lease.

4.16 **"Development Concept"** shall mean and refer to the overall initial site plan and renderings, if any, of the Improvements, including all building(s), facility(ies) and/or structure(s) on the Demised Property to accommodate the uses as described in this Lease for the Project.

4.15.1 **"Effective Date"** shall have the meaning ascribed in Section 1.2 of this Lease.

4.15.2 "**Eligible Tenants**" shall mean natural persons or families qualified to obtain affordable housing whose total annual household income does not exceed one hundred and twenty (120%) percent of the Area Median Income for Miami-Dade County, adjusted for household size.

4.17 **"Events of Default"** shall be as defined in Section 24.1 (as to Events of Default by Tenant) and Section 24.9 (as to Events of Default by Landlord).

4.18 **"Encumbrances"** shall be defined as a lien, judgment placed on, or otherwise represents a cloud on the title of a property, and as further defined in Section 8.10**.**

4.19 **"Government Parcel"** shall mean the real property consisting of approximately 15 acres near the Demised Property on which the Fire Station is currently located, which is more particularly described and set forth on Exhibit "A-3".

4.20 "**Hard Costs**" shall mean the cost of all labor, construction materials, physical improvements, fixtures, hardscaping, and landscaping and shall also include bonding and insurance costs for the general contractor. Hard Costs shall exclude all soft costs, tax expenses, commissions, marketing or advertising materials or expenses, payments to sponsors or supporting, interest or financing payments, and fees paid to attorneys, auditors, accountants, or lobbyists.

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

4.22 **"Improvements"** shall mean the buildings and other capital improvements to be constructed by the Tenant on the Demised Property as part of the Project, including but not limited to recreational facilities, the parking areas, and landscaping areas, other structures, facilities or amenities, and all related infrastructure, installations, fixtures, equipment, utilities, site-work and other improvements to be constructed or otherwise installed by the Tenant. The term "Improvements" shall not, however, include Public Infrastructure.

4.23 **"Landmark"** shall have the meaning ascribed in Section 2.1 of this Lease.

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

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

4.26 **"Leasehold Mortgage"** or **"Mortgage"** shall mean a mortgage or mortgages, or other similar security agreements given to any Leasehold Mortgagee of Tenant's leasehold interest hereunder and shall be deemed to include any mortgage or trust indenture under which Tenant's interest in this Lease shall have been encumbered.

4.27 **"Leasehold Mortgagee"** or **"Lender"** shall mean the holder of a Leasehold Mortgage, as permitted by this Lease and the successors or assigns of such holder, mortgagee or beneficiary, and shall be deemed to include the trustee under any such trust indenture and the successors or assigns of such trust. Further, Leasehold Mortgagee or Lender shall mean any of the following entities that is not a Prohibited Person or an Affiliate of Tenant:

(A) any federal or state chartered commercial bank, national bank, savings and loan association, savings bank, or trust company, or any of their respective Lender Affiliates;

(B) any pension, retirement or welfare trust or fund, public limited partnership, public real estate investment trust or other public entity investing in commercial mortgage loans or any of their respective Lender Affiliates 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 Five Hundred Million ($500,000,000.00) Dollars;

(C) any licensed life 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, or any of their respective Lender Affiliates;

(D) any federal, state, or local governmental agency;

(E) a securitization trust that is rated by S&P, Fitch, or Moody's (or any like-extant national rating agency), or any of their respective Lender Affiliates and that has total assets in excess of Five Hundred Million ($500,000,000.00) Dollars;

(F) an investment bank, a hedge fund, opportunity fund, private debt fund, or any other real estate investment or lending entity that is engaged in the business of investing in or making commercial loans, and that has total assets (in name or under management) in excess of Five Hundred Million ($500,000,000) Dollars, or any of their respective Lender Affiliates;

(G) any other source of funding, public or private, which is otherwise approved by the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

4.28 "**Lender Affiliates**" shall mean any person or entity that is affiliated with the Lender, and/or any other person or entity directly or indirectly that is related to, or a subsidiary, of the Lender, including where the Lender is controlling, controlled by or under common control with the Lender.

4.29 "**Mezzanine Financing**" shall mean a loan or equity investment made by a Mezzanine Financing Source to provide financing or capital to Tenant and/or its direct and/or indirect owners, which shall be subordinate to the first Leasehold Mortgage and may be secured by, inter alia, a mortgage and/or a pledge of any direct or indirect equity or other ownership interests in Tenant or structured as a preferred equity investment, which in the event of a bona-fide default by Tenant, may result in a change of control and/or ownership of Tenant.

4.30 "**Mezzanine Financing Source**" shall mean a Lender selected by the Tenant to provide Mezzanine Financing, and the successor or assigns of such Lender.

4.31 **"Minimum Development Investment"** shall mean no less than Five Hundred Million ($500,000,000.00) Dollars, which is the amount of expenditures the Tenant shall invest in the Project on the Demised Property, within the first ten (10) years of this Lease.

4.32 **"Notice to Proceed"** shall mean the notice Tenant gives to any prime construction contractor to proceed (start) with construction, demolition, or other development work, on or adjacent to the Demised Property, for each or all of the six (6) phases of the Project, as applicable.

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

4.32.1 **"Permitted Use"** shall have the definition set forth in Section 8.1 of this Lease.

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

4.35 "**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.

4.36 **"Project"** shall mean the overall development and Improvements by the Tenant on the Demised Property, for the Permitted Use, all as described in this Lease and as may, to some extent, be illustrated in the Development Concept, and in the Plans and Specifications to be submitted by Tenant to Landlord for its review and approval.

4.37 **"Project Costs"** shall mean all Hard Costs and Soft Costs.

4.38 **"Public Infrastructure"** shall mean all publicly owned infrastructure constructed, at the Tenant's expense, on or about the Landmark property outside of the Demised Property and required by: (a) the platting (or re-platting) and/or permitting process for the Project and/or (b) otherwise to support the Governmental Parcel or the new facilities for the Non-Profit Organizations, including but not limited to upgrades and additions to surrounding roadways and sidewalks, water and sewer lines, and electrical lines, etc.

4.39 "**Restricted Entity**" shall mean those sanctioned, debarred or restricted persons and organizations that the U.S. government maintains in any federal list including: the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury); the Foreign Sanctions Evaders List (U.S. Department of Treasury); the Entity List (U.S. Department of Commerce); the Denied Persons List (U.S. Department of Commerce); the Unverified List (U.S. Department of Commerce); the Nonproliferation Sanctions List (U.S. Department of State); the AECA Debarred List (U.S. Department of State); and/or the Convicted Vendor List (Florida Department of Management Services).

4.40 **"Soft Costs"** shall mean real and verifiable expenditures relating to surveyors, architects, engineers, attorneys needed to make applications for zoning and other permitting and development approvals, project management, planning services such as mater plan development, design development, construction documents, platting expenses, permitting expenses, and other costs, other than Hard Costs, necessary for the planning, design and construction of the Project. Softs Costs exclude fees paid to lobbyists, auditors, accountants, tax expenses, payments or commissions to

brokers and salespersons, marketing or advertising expenses, payments to sponsors or supporters, and interest or financing payments.

4.41 **"Stormwater Basin"** shall have the meaning ascribed in Section 2.1.

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

4.43 **"Taking"** shall mean the exercise of the power of eminent domain as described in Article 22.

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

4.45 **"Tenant"** shall mean Landmark QOZB Construction, LLC, a Florida limited liability company, and its permitted successors and assigns.

4.46 **"Unavoidable Delays"** shall mean delays that are unforeseen and beyond the control of a party required to perform, such as (but not limited to) delays due to strikes; acts of God; floods; fires; hurricanes; enemy action; civil disturbance; sabotage; restraint by court or public authority; litigation or administrative challenges by third parties to the execution or performance of this Lease or the procedures leading to its execution; or moratoriums. Foreseen or foreseeable events or conditions shall not constitute Unavoidable Delays.

ARTICLE 5

RENT

5.1 **Annual Rent.** The Tenant covenants and agrees to pay to Landlord annual rent in the amounts shown and described in Exhibit "D", which is attached hereto and incorporated herein by this reference, for each year of the Term (hereinafter "**Annual Rent**"), plus sales tax, as such sales tax is determined by the State of Florida. The Tenant shall pay any additional rent to include charges, fees, impositions, assessments and/or expenses to be paid by Tenant as hereinafter set forth in this Lease, including for utilities, such as, but not limited to, storm water charges, plus any applicable taxes in the nature of rental taxes, assessments, real estate use or similar taxes now or hereafter assessed or levied by an appropriate taxing authority (hereinafter "**Additional Rent**") upon the payment of the Annual Rent. The Annual Rent and Additional Rent are sometimes referred to herein collectively as "**Rent**." The Annual Rent for this Lease shall be payable annually and in advance of the Lease Year. The Annual Rent shall be paid by the Tenant in full on each anniversary date of the Commencement Date thereafter, without demand, notice, set-off, or reduction of any kind or nature; provided, however, that for the seventh Lease Year which commenced on August 1, 2024, the Annual Rent shall be due within five (5) days of the Effective Date. If the Annual Rent is not paid within fifteen (15) calendar days from the due date, then a late fee shall automatically be applied in the amount of fifteen (15%) percent of the outstanding amount owed to the Landlord. The Annual Rent shall be paid to the Internal Services Department, Miami-Dade County, Real Estate Development Division, 111 N.W. 1st Street, Suite 2460,

Miami, Florida 33128, or at such other place and to such other person as the Landlord may from time to time designate in writing.

5.2 **Calculation of Annual Rent.** The Annual Rent as set forth in the attached Exhibit "D" is predicated upon the assumption that the Demised Property will contain approximately 73.78 acres when the obligation to pay Annual Rent begins. To the extent that the actual acreage of the Demised Property is at any time more or less than 73.78 acres, the Annual Rent shall be established as follows: (a) take the Annual Rent set forth in Exhibit "D" for the upcoming Lease Year; (b) divide the applicable Annual Rent by 73.78 to come up with a price per acre, and (c) multiply the price per acre calculated for the upcoming year at issue by the number of acres, or any part thereof, that comprises or will comprise the Demised Property at the date the rent is due.

5.3 **Annual Rent Amount Years 31- 45, 46 - 60, 61- 75, 76 - 90.** Commencing with the thirty-first (31st) Lease Year, and subject to Tenant's Option to extend the Term where applicable, the Tenant shall pay as Annual Rent for the thirty-first (31st) Lease Year (payable on the 30th anniversary of the Commencement Date) and then, subsequently, in the first (1st) year of each and every fifteen (15) year period thereafter (i.e., the 46th Lease Year payable on the 45th anniversary of the Commencement Date, the 61st Lease Year payable on the 60th anniversary of the Commencement Date, and the 76th Lease Year payable on the 75th anniversary of the Commencement Date) an amount equal to the then fair market value of the Demised Property, as if unimproved except for the Public Infrastructure then in existence on the Demised Property. The fair market value of the Annual Rent shall be determined and established by a Member, Appraisal Institute ("**MAI**") property appraiser chosen by the Landlord and reasonably acceptable to the Tenant, multiplied by the 30 year US Treasury Note Interest Rate, plus two (2.0%) percent, as published by the United States Treasury Department (or its equivalent, if such index rate is discontinued in the future).

Additionally, commencing with the thirty-second (32nd) Lease Year, and commencing on each second year of successive fifteen (15) year periods and each year thereafter until the new rent adjustment by MAI appraisal occurs (i.e., Lease Years 32, 47, 62 and 77), the Annual Rent payable each successive year will be adjusted upward by the annual National Consumer Price Index (CPI) for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indices or data of similar type, not to exceed three (3%) percent in any one year.

5.4 **Minimum Annual Public Infrastructure Spending.** In addition to the foregoing, the Tenant shall in accordance with the deadlines set forth in this Lease, spend a minimum of Fifteen Million Six Hundred Thousand ($15,600,000.00) Dollars for the Hard Costs of Public Infrastructure such that by the completion date for Phase 3 of the Project (on or before the second quarter of 2032)), the Tenant shall have spent no less than Fifteen Million Six Hundred Thousand ($15,600,000.00) Dollars towards the Hard Costs of Public Infrastructure. The Tenant shall spend an average of at least One Million Five Hundred Thousand ($1,500,000.00) Dollars in Hard Costs for Public Infrastructure (the "**Minimum Annual Infrastructure Spend").** Therefore, in addition to Annual Rent and the other financial obligations described in this Lease, the Tenant

hereby agrees to spend a minimum of Fifteen Million Six Hundred Thousand ($15,600,000.00) Dollars for Public Infrastructure by the completion date for Phase 3 of the Project. If Tenant fails to spend at least Fifteen Million Six Hundred Thousand ($15,600,000.00) Dollars for Public Infrastructure by the completion date scheduled for Phase 3, then Tenant shall pay Landlord, without notice or demand, as Additional Rent and due in full without set-off or reduction and on the date the next Annual Rent payment is due, an amount equal to the difference between the amount of money that was not spent for Public Infrastructure by the Tenant, plus an additional twenty (20%) percent of the unspent amount.

ARTICLE 6

OTHER FINANCIAL OBLIGATIONS OF TENANT

6.1 **Cost of Demolition.** The Tenant and the Original Tenant acknowledge and agree that the Original Tenant had an obligation and/or duty to demolish the unsafe structures on the Landmark property, at its sole cost and expense, and failed to do so. The Landlord has undertaken the demolition of most of the existing unoccupied unsafe structures on the Landmark property and the parties have agreed that the Tenant shall be responsible to reimburse the Landlord for one-half (or fifty (50%) percent) of the cost for the demolition, which total amount to date is Two Million Six Hundred Seventy-four Thousand Six Hundred Eighty-three Dollars and Twenty-six Cents ($2,674,683.26). Tenant shall pay to the Landlord, without demand, notice, set-off or reduction, a lump sum payment, in the amount of One Million Three Hundred Thirty-seven Thousand Three Hundred Forty-one Dollars and Sixty-three Cents ($1,337,341.63), representing one-half (or fifty (50%) precent) of the demolition cost currently owed to the Landlord within ten (10) calendar days of the Effective Date. Tenant shall deliver to the Landlord, at the address found in the Annual Rent section of this Lease, a check, or another form of payment acceptable to the Landlord, in the full amount due pursuant to this section, no later than ten (10) calendar days of the Effective Date.

6.2 **INTENTIONALLY DELETED**

6.3 **Payment for Liquidated Damages.** The Landlord, Tenant and the Original Tenant hereby acknowledge and agree that the Original Tenant had an obligation to create a certain number of jobs by a certain date, as described in the Original Lease Agreement, and the Original Tenant failed to do so, and as a result the Original Tenant was obligated to pay the Landlord the agreed upon amount for liquidated damages for its failure to abide by the terms and conditions of the Original Lease Agreement. The Tenant hereby agrees, within ten (10) calendar days of the Effective Date, to pay the full amount of the liquidated damages accrued to date to the Landlord, without demand, notice, set-off or reduction, the lump sum amount of One Million Three Hundred Seventy-three Thousand Seven Hundred Nineteen Dollars and Sixty Cents ($1,373,719.60). The Tenant shall deliver to the Landlord, at the address found in the Annual Rent section of this Lease, a check, or another form of payment acceptable to the Landlord, the full amount owed to the Landlord pursuant to this section.

6.4 **Recovery of Unpaid Annual Rent.** The Landlord, Tenant and Original Tenant acknowledge and agree that the Original Tenant had an obligation to make certain rental payments to the Landlord for the use and occupancy of the Landmark property and the Original Tenant failed to

make certain rental payments to the Landlord when due totaling Three Hundred Sixty-seven Thousand One Hundred Three Dollars and Eighty-four Cents ($367,103.84). The Tenant hereby agrees to pay to the Landlord, without demand, notice, set-off or reduction, the full amount past due and owing for the unpaid rent, in one lump sum, within ten (10) calendar days from the Effective Date. The Tenant shall deliver to the Landlord, at the address found in the Annual Rent section of this Lease, a check, or another form of payment acceptable to the Landlord, the full amount owed to the Landlord pursuant to this section.

6.5 **Past Due Payments to Landlord.** If any of the payment obligations set forth in sections 6.1 through 6.4 above are not timely made, this Assignment and Lease shall be void as set forth in Section 1.5 herein.

ARTICLE 7

STORM WATER BASIN AND/OR RETENTION POND

7.1 **Establishment of a Storm Water Basin or Retention Pond.** The Landlord and Tenant hereby acknowledge and agree that the Landlord's Regulatory and Economic Resources Department, Division of Environmental Resources Management, commonly known as DERM, desires a portion of Landmark consisting of approximately 40 acres, to be utilized as a regional storm water utility, for either a dry water detention basin or a wet retention pond. A map or survey depicting the desired area for the storm water utility- the Stormwater Basin- is attached hereto and marked Exhibit "N", and incorporated herein by this reference. During the time period from the Effective Date to one hundred twenty (120) calendar days thereafter, the Landlord and Tenant shall work collaboratively to ascertain the most appropriate location, size and configuration of the regional storm water utility on Landmark, including within the Demised Property. If the storm water utility and basin is to be located, in whole or in part, outside of the Stormwater Basin property identified in Exhibit "N", Tenant shall use its best efforts to conceptualize and design a storm water utility within Landmark that satisfies DERM's specifications and the needs of the community with respect to same. The decision as to the location, size, and configuration of the storm water basin or retention pond within Landmark will be determined by both the Landlord, acting through the County Mayor or Mayor's designee, and Tenant, acting reasonably.

7.2 **Adjustment of Demised Property.** The Landlord and Tenant agree that once Landlord and Tenant have reached an agreement in accordance with Section 7.1 above, the Landlord, through its County Mayor or Mayor's designee, shall provide written notice to Tenant confirming the location, size and configuration of the storm water basin or retention pond ("**Revised Basin**") and this shall constitute the notice contemplated by Section 2.6 of this Lease necessary to have Tenant survey the land within Landmark that shall constitute the Demised Property. All of the land within the Stormwater Basin and Demised Property that is outside of the Revised Basin shall be and become part of the Demised Property. In the event that upon the expiration of the one hundred twenty (120) day period set forth in Section 7.1 above, the Landlord and Tenant are unable to agree upon the location, size, and configuration of the storm water basin or retention pond, then, provided that Tenant complied with the requirements of Section 7.1 above and has further negotiated in good faith and acted reasonably with the Landlord, Tenant shall have the option to include within the Demised Property any portion of the Stormwater Basin that Tenant requires for the Project and can exclude from the Demised

Property any portion of the Demised Property that DERM requires for the stormwater basin or retention pond and Tenant does not require for the Project. Tenant shall provide the Landlord within written notice, no earlier than one hundred twenty one (121) days and no later than one hundred eighty (180) days of the Effective Date, unless mutually extended in writing, setting forth its election to lease all or any portion of the Stormwater Basin and any other revisions to the Demised Property with identification of those areas. The Landlord's receipt of such notice from Tenant shall serve to satisfy the Landlord's obligation to provide written notice to Tenant that additional acreage is available as set forth in section 2.6 of this Lease and Tenant shall thereafter proceed to comply with its obligations set forth in section 2.6 of this Lease. In the event that Tenant later determines that additional land is not needed and is available for the Stormwater Basin, Tenant may offer such land to Landlord for such use, and Landlord may, in its sole and absolute discretion and as determined by the County Mayor or County Mayor's designee, exclude such land from the Demised Premises in accordance with section 2.6 herein including adjustment to the square footage and rent schedule. Nothing herein shall be construed as a requirement for Landlord to accept such additional land from Tenant at a later date.

7.3 **Access to Storm Water Basin or Retention Pond.** The Landlord and Tenant further acknowledge and agree that the Landlord reserves for itself, and its employees, agents and contractors through the entire duration and pendency of this Lease and any renewals thereof an access easement on any and all roads or roadways, on or about the Demised Property (as the Demised Property now exists or may be revised), whether existing at the commencement of this Lease, or at any time thereafter, including any and all future roads and/or roadways which will be built or constructed on the Demised Property, leading to or from, or in the vicinity of, the Stormwater Basin, the Revised Basin, and the Government Parcel, or any property adjacent to the Demised Property.

ARTICLE 8

DEVELOPMENT OF LAND AND CONSTRUCTION OF IMPROVEMENTS

8.1 **Development and Permitted Use of the Demised Property.** The Tenant and Landlord agree that the development and use of the Demised Property by the Tenant shall be strictly for the purpose(s) set forth in this Lease, and the Tenant hereby agrees to be bound by and comply with any and all of the provisions and conditions contained in this Lease. No deviation from the terms and conditions of this Lease shall be permitted, without the expressed written approval of the Board. Further, the Landlord and Tenant hereby acknowledge and agree that the permitted use of the Demised Property is a live/work/play mixed-use recreation and entertainment district/complex, consisting of outdoor sports facilities (with an adjacent community center), indoor sports themed warehouses, indoor film and entertainment warehouse facilities, a minimum of 65,000 square feet of sports and entertainment themed retail stores and shops, a hotel (consisting of a minimum of 100 rooms), and Affordable Housing (consisting of a minimum of 1,000 apartments) referred to herein as the **"Permitted Use"**. No later than one-hundred eighty (180) days from the Effective Date, Tenant shall provide Landlord with a Development Concept for Landlord's review and approval, which approval shall not be unreasonably conditioned, withheld or delayed. If Landlord disapproves of the Development Concept, it shall provide detailed comments to the Tenant so that Tenant is able to address and revise the Development Concept in accordance with the Landlord's comments and to address the County's concerns and shall resubmit for the Landlord's review and approval. No approval from the Landlord shall be effective unless in writing and signed by the County Mayor or Mayor's

designee. Once the Development Concept is approved, this Lease shall be amended to add it as Exhibit "B" hereto. Tenant shall not file any development applications or commence any construction activities at the Demised Property unless and until it has an approved Development Concept

8.2 **The Importance and Economic Benefits to the Community.** The parties recognize, acknowledge and agree that the timing and manner in which the improvements are developed, used and operated are matters of importance to the Landlord and to the general welfare of the community, and is intended to create an expansion of economic activity in the community, and to spur other economic interest as well as the enhancement of the local tax base. As a result, the Tenant agrees that at all times during the Term it will create and operate (through itself or third parties) the Project on the Demised Property which will result in: (i) significant improvements to the Demised Property; (ii) the creation of an area or environment where local residents can enjoy sporting events and attractions, entertainment, retail stores and shops and a hotel; and (iii) the creation of employment opportunities, including a minimum of 767 full time or full time equivalent jobs.

8.3 **The Project.** The Landlord and Tenant agree that the overall Project, which Tenant shall be required to construct in accordance with the terms and provisions of this Lease, shall consist of and Tenant shall be required and agrees to construct a live/work/play integrated development on the Demised Property:

(A) No less than 20 acres of recreation and sports facilities, including athletic fields (for sports such as soccer, tennis, pickleball, basketball and softball) and an indoor community center, consisting of at least 50,000 square feet, all of which shall be open to the public, and the fees, rates, charges and/or cost to the public to utilize such Recreation Facilities, including, but not limited to the community center, shall be the exactly the same fees, rates, charges and/or cost that the Landlord implements for the public to utilize for the same or similar facilities at public park and recreational locations and facilities operated by Landlord (the **"Recreation Facilities"**);

(B) No less than 65,000 square feet of retail development, including entertainment and sports-themed restaurants and retail establishments and ancillary retail facilities serving the Project (the **"Retail Facilities"**). Approximately 30,000 square feet of the Retail Facilities shall be incorporated into the Affordable Housing Facilities (defined below);

(C) A hotel with a minimum of 100 rooms (the **"Hotel"**);

(D) A minimum of 1,000,000 square feet of enclosed warehouse space integrated into the balance of the Project on the Demised Property and adjacent to the Recreation Facilities, with a focus on film/production and sports and entertainment uses, such as indoor golf and other similar uses, and distribution/logistics for affiliated uses (the **"Warehouse Facilities"**); and

(E) No less than 1,000 Affordable Housing units that are set aside for individuals and families with annual household incomes no greater than one hundred twenty (120%) percent of area median income for Miami-Dade County, with a mix of studios, 1, 2, and 3 bedroom units, with integrated ground-floor ancillary retail serving the needs of the residents not to exceed 30,000 square feet (the **"Affordable Housing Facilities"**).

8.4 **Phased Development and Minimum Development Investment:**

(A) The Tenant has proposed a phased construction approach for developing the Project. Tenant shall construct the Project in accordance with the development phases set forth in this Section 8.4 and shall invest no less than the Minimum Development Investment, having no less than eighty-five (85%) percent of the amount being allocated to Hard Cost, into the Demised Property in the amounts set forth below for each phase and all in accordance with the deadlines set forth in Section 8.5 below:

(1) The first development phase ("**Phase 1**") shall consist of the design and construction of the Recreation Facilities, and the site work for same. The Tenant shall invest a minimum of Seventy-three Million ($73,000,000.00) Dollars of Project Costs for Phase 1.

(2) The second development phase ("**Phase 2**") shall consist of not less than 43,550 square feet of the Retail Facilities, and not less than 500 units of the Affordable Housing Facilities. The Tenant shall invest a minimum of One Hundred Thirty-eight Million ($138,000,000.00) Dollars of Project Costs for Phase 2.

(3) The third development phase ("**Phase 3**") shall consist of the Hotel and the remaining balance of the Retail Facilities not yet built and remaining to reach the minimum 65,000 square feet of the Retail Facilities. The Tenant shall invest a minimum of One Hundred Forty-two Million ($142,000,000.00) Dollars of Project Costs for Phase 3.

(5) The fourth development phase ("**Phase 4**") shall consist of no less than 330,000 square feet of the Warehouse Facilities. The Tenant shall invest a minimum of Forty-nine Million ($49,000,000.00) Dollars of Project Costs for Phase 4.

(6) The fifth development phase ("**Phase 5**") shall consist of no less than 330,000 square feet of the Warehouse Facilities. The Tenant shall invest a minimum of Forty-nine Million ($49,000,000.00) Dollars of Project Costs for Phase 5.

(7) The sixth development phase ("**Phase 6**") shall consist of the balance of the Warehouse Facilities not yet built and remaining to reach the minimum 1,000,000 square feet of the Warehouse Facilities. The Tenant shall invest a minimum of Forty-nine Million ($49,000,000.00) Dollars of Project Costs for Phase 6.

(B) The parties acknowledge and understand that: (1) the development Phases set forth in subsection 8.4(A) above and the Minimum Development Investment associated with each is predicated upon the Demised Property being expanded beyond the initial 73.78 acres, and (2) that the Phases shall be developed in the order set forth above. In the event that the Tenant is unable to construct all or a portion of any Phases and facilities set forth above (understanding that the elimination of any Phases shall begin with Phase 6 and continue backwards), as mutually agreed in writing by Landlord and Tenant, then the minimum investment shall be adjusted accordingly to remove all or any portion of the Minimum Development Investment associated with any deleted Phase or portion thereof or facilities associated therewith.

8.5 Commencement of Construction; Outside Date for Completion; Termination.

(1) Construction Timelines. The Tenant hereby acknowledges and agrees that the timely development of the Project on the Demised Property is of critical importance to the Landlord, and as a result, the Tenant shall Commence Construction and shall achieve Completion of Construction of each of the phases of the Project in accordance with the following deadlines:

(A) The Tenant shall Commence Construction of Phase 1, on or before January 1, 2027 and shall achieve Completion of Construction of Phase 1 on or before October 1, 2029; and

(B) The Tenant shall Commence Construction of Phase 2, on or before January 1, 2028 and shall achieve Completion of Construction of Phase 2 on or before January 1, 2031; and

(C) The Tenant shall Commence Construction of Phase 3, on or before the April 1, 2029 and shall achieve Completion of Construction of Phase 3 on or before April 1, 2032; and

(D) The Tenant shall Commence Construction of Phase 4, on or before July 1, 2030 and shall achieve Completion of Construction of Phase 4 on or before July 1, 2033; and

(E) The Tenant shall Commence Construction of Phase 5, on or before the January 1, 2032 and shall achieve Completion of Construction of Phase 5 on or before January 1, 2035; and

(F) The Tenant shall Commence Construction of Phase 6, on or before the April 1, 2033 and shall achieve Completion of Construction of Phase 6 on or before April 1, 2036.

The Tenant hereby acknowledges and agrees that the timely development of the Project on the Demised Property is of critical importance to the Landlord, and as a result, the Tenant shall Complete Construction of each of the phases to the Project in accordance with the timeline set forth above and understanding that time is of the essence. Notwithstanding the foregoing, Tenant shall have the right to extend on a monthly basis, the deadline to Commence Construction for each Development Phase for a total of up to twelve (12) additional months by delivering written notice to Landlord at least thirty (30) days prior to the then current deadline to Commence Construction for the applicable Development Phase and paying to Landlord an extension fee of Twenty Thousand ($20,000.00) Dollars per deadline extended. Further, Tenant shall have the right to extend, on a monthly basis, the deadline to achieve Completion of Construction for each Development Phase, for a total of up to twenty-four (24) additional months, by delivering written notice to Landlord at least thirty (30) days prior to the then current deadline to achieve Completion of Construction for the applicable Development Phase and paying to Landlord an extension fee in the amount of Twenty Thousand ($20,000.00) Dollars per deadline extended.

(2) Delays and Remedies. If the Tenant fails to Commence Construction for Phase 1 on or before the deadline date set forth above**,** the Landlord and the Tenant shall each separately have the right, to be exercised by delivery of written notice to the other, to terminate this Lease (in which event Landlord and Tenant shall have no further obligation to each other under this Lease,

except as to such matters as expressly survive termination). If Tenant fails to Commence Construction or achieve Completion of Construction for any of the phases set forth above on or before the deadline dates set forth above, it shall be an Event of Default by the Tenant, and the Landlord shall have all remedies available as set forth in this Lease, including, but not limited to, the right to terminate this Lease.

(3) Minimum Development Investment. Tenant shall provide Landlord, without notice or demand, within ninety (90) calendar days from the date of Completion of Construction of each phase, with detailed and supporting documentation, including but not limited to, copies of any and all contracts, purchase orders, invoices and cancelled checks and/or bank statements to verify that the Minimum Development Investment requirement has been met for each and every phase. The Landlord shall act reasonably with respect to the records that it seeks from Tenant to confirm Tenant has satisfied its obligations hereunder. And, in the event that the Landlord desires, or otherwise seeks to audit the books and records of the Tenant to ensure that the Minimum Development Investment is being timely made by the Tenant, the Tenant agrees here to cooperate with such audit, including, but not limited to making available to the Landlord and its auditor, within five (5) calendar days of any such request by the Landlord, any and all of the books and records pertaining to the Minimum Development Investment, at an office location situated within the geographical boundary of Miami-Dade County.

8.6 Construction; Delegation; Landlord Joinders. The Tenant shall have the right to develop and to construct or cause construction of the Improvements, subject to the terms and conditions of this Lease. Subject to Article 31 below, the Landlord, as owner of the Demised Property, through its County Mayor or County Mayor's designee, agrees to reasonably assist in the joining in of any plat or zoning applications, final plat(s), required dedications/designations of any property within the Demised Property, or modifications, declarations (including those requested or required by any governmental authority as part of any application), Permits (including, without limitation, building Permits, paving and drainage Permits and other Permits relative to the development and operation of the Project), and other documents and/or agreements, including but not limited to water and sewer agreements, estoppels and non--disturbance and attornment agreements, as may be necessary for Tenant to develop and use the Demised Property in accordance with the terms and conditions of this Lease, including but not limited to, the Permitted Use and the approved Plans and Specifications, provided that such joinders by Landlord shall be consistent with the terms and conditions of this Lease, at no cost to Landlord other than its cost to review such documents, shall not impose additional obligations or liabilities or potential obligations or liabilities on Landlord beyond those set forth in this Lease, and also provided that the form and provisions of such documents, shall be acceptable to Landlord in its sole discretion. Notwithstanding the foregoing, it is the intention of this Section to address only ministerial, or minor administrative actions required of the Landlord and not to require material or substantive obligations or undertakings by the Landlord related to such applications, agreements or any other efforts contemplated above. Moreover, in no case shall the Landlord be required to waive, relinquish or diminish any right or privilege, in connection such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any Landlord right or privilege.

8.7 New Facilities for Non-profit Organizations. The Tenant acknowledges that the Non-profit Organizations currently occupy the Non-profit Parcels as tenants of Landlord and further

acknowledges and agrees that the Non-profit Organizations serve an essential function in furtherance of a charitable mission for this community. Accordingly, the parties desire to undertake the following with respect to the Non-profit Organizations:

(A) From the Effective Date until the date that is one hundred twenty (120) calendar days from the Effective Date, the Tenant shall (in consultation and conjunction with the Landlord):

(1) study and develop a master plan for the best layout of Landmark (excluding the Government Parcel) to identify:

(a) no less than 8.8 and up to 11 contiguous acres of land in Landmark (excluding the Government Parcel) suitable for the construction and operation of new facilities for His House; and

(b) up to 2 contiguous acres of land in Landmark (excluding the Government Parcel) suitable for the construction and operation of a new facility for CFCE.

(2) study and develop a detailed price estimate (broken out by each division of labor, overhead/profit, general conditions and FFE) of the Project Costs associated with developing, designing, constructing and equipping new facilities each for His House and CFCE in accordance with the specifications set forth in Exhibits "I" and "J" attached hereto.

(B) Within five (5) calendar days of the Tenant finalizing the information sought by 8.7(A) above, Tenant shall provide written notice to the Landlord and the Non-profit Organizations of the location of the 11 acres proposed for His House along with the detailed price estimates for the Project Costs for the new facilities for His House and of the location of the 2 acres proposed for CFCE along with the detailed price estimates for the Project Costs of the new facilities for CFCE. Tenant's written notice to:

(1) His House shall also advise of:

(a) the Tenant's commitment in this Lease to provide Four Million Dollars ($4,000,000.00) and of the Landlord's commitment in this Lease to provide Three Million Seventy-eight Thousand One Hundred Sixty-five Dollars and Seven Cents ($3,078,165.07) towards the Project Costs for His House's new facilities on Landmark; and

(b) the Tenant's commitment in this Lease to provide His House the amount of Eleven Million Five Hundred Thousand ($11,500,000.00) Dollars and the Landlord's commitment in this Lease to provide His House the amount of Three Million Seventy-eight Thousand One Hundred Sixty-five Dollars and Seven Cents ($3,078,165.07) both to be used towards the acquisition, design and development costs of new facilities offsite.

(2) CFCE shall also advise of:

(a) the Tenant's commitment in this Lease to provide CFCE Four Hundred Thousand Dollars ($400,000.00) towards the Project Costs for CFCE's new facilities on Landmark; and

(b) the Tenant's commitment in this Lease to provide CFCE One Million Four Hundred Thousand Dollars ($1,400,000.00) towards the design and development costs of new facilities offsite.

(C) **Off-Site Relocation**. If His House and/or CFCE provide written notice to the Landlord and Tenant that either or both desire to and elect to relocate off of Landmark property, then within ten (10) calendar days of the date that His House and/or CFCE provides written notice to the Landlord and/or Tenant that it has identified a new, offsite property upon which to relocate, (1) Tenant shall provide His House with a lump sum payment of $11,500,000.00 and CFCE with a lumpsum payment of $1,400,000.00, as applicable, which payment may be conditioned by Tenant on the execution of an agreement between Tenant and His House and/or Tenant and CFCE, as applicable, requiring that such funds shall be used in connection with such relocation; and (2) if applicable, Landlord shall provide His House with a grant agreement for $3,078,165.07 containing the standard terms and conditions in County grant agreements and which will provide that the funds are to be used to acquire or improve real property for His House. The Landlord and Tenant shall work collaboratively with the Non-profit Organizations to assist them with identifying, within nine months of the Tenant's notice sent in accordance with section 8.7(B) above, properties available for the relocation of His House and CFCE. Upon an election to relocate, His House and CFCE shall have a reasonable amount of time to acquire, lease or otherwise secure, and to improve the relocation site prior to vacating the Non-profit Parcels.

(D) **On-Site Relocation**.

(1) If His House and/or CFCE provide written notice to the Landlord and Tenant that either or both desire to and elect to relocate to new facilities on the Landmark property, then Tenant shall begin to work collaboratively with His House and/or CFCE, as applicable, to negotiate and finalize agreements, designs, budgets and funding sources for the new facilities for His House and/or CFCE, as applicable. The budgets for the design and construction of the new facilities for His House and/or CFCE, as applicable, shall take into account the Tenant's and Landlord's financial contributions set forth in section 8.7(B) above as well as any cash contribution that will be available and provided by His House and/or CFCE for the design and construction of their new facilities at Landmark. The Landlord and Tenant agree that the two new facilities for His House and/or CFCE, as applicable, shall be designed and constructed by the Tenant.

(2) The Tenant shall, in consultation with His House and/or CFCE, as applicable, use commercially reasonable efforts to facilitate and assist in the securing of the requisite financing (i.e., mortgage) in an amount sufficient to design and construct their new facilities at Landmark and with a repayment schedule that can reasonably and realistically be met by His House and/or CFCE. Tenant understands and agrees that any financing to be secured by His House and/or CFCE, as applicable, shall be in such amounts and for such terms and conditions that are reasonable and feasible for His House and CFCE to repay. Further, such on-site occupancy by either or both of the Non-profit Organizations shall be governed by a sublease between the Non-Profit Organizations and the Tenant,

which is authorized by Landlord herein but is also subject to the prior, written approval of the Landlord prior to execution thereof.

(3) The final agreements for the design, construction and financing of the new facilities at Landmark for His House and/or CFCE, as applicable, will require Tenant to deliver facilities that are designed and constructed in accordance with Exhibits "I" and "J" to this Lease and that are fully built-out, including, for example, paint, which wall colors are selected by the Non-profit Organizations, carpeting, fully installed air conditioning, ceiling light fixtures, and appropriate kitchens (i.e. turnkey). The construction of the new facilities at Landmark will include appropriately-sized parking lots, determined in accordance with the applicable zoning code, as well as the use and operations of the facilities, drainage, striping, lighting, cameras, and landscaping. Tenant shall construct the new facilities at Landmark in accordance with the Miami-Dade County and Florida Building Codes, with any and all licensing requirements imposed or required of the Non-Profit Organizations to operate their facilities, such as requirements by the State of Florida Department of Children and Families, Florida Administrative Code, the requirements of the Non-profit Organizations' contracts with the State of Florida and the federal government governing their operations, and all licensing requirements necessary for the Non-profit Organizations to continue, uninterrupted, with their operations and businesses at their current capacity (as of the Effective Date), including but not limited to the same number of beds. Tenant understands and agrees, and its agreement(s) with the Non-profit Organizations for the new facilities at Landmark shall provide, that the Non-profit organizations shall not relocate to any new facilities at Landmark unless and until the State of Florida, Department of Children and Families (**"DCF"**) has inspected and approved the new facility(ies) and agreed to and caused the transfer of the licenses for the Non-Profit Organizations. The Tenant agrees to cooperate with and assist the Non-Profit Organizations to obtain DCF Approval as soon as possible.

(4) Once Tenant has achieved completion of fifty (50%) percent of the construction of the new facilities for His House and/or CFCE, as applicable and as determined by Landlord in its reasonable discretion, the Landlord shall provide the Tenant with Three Million Seventy-eight Thousand One Hundred Sixty-five Dollars and Seven Cents ($3,078,165.07) towards the Project Costs for His House's new facilities on Landmark, as applicable. However, before the Landlord provides any funding, the Tenant shall provide to the Landlord, without demand, reasonable documentation, which shall include, but not be limited to, copies of any and all invoices and cancelled checks and/or bank statements representing any and all expenditures made by the Tenant, along with a copy of the final construction budget and a copy of the contract between the Tenant and its general contractor.

8.2 **Conformity of Plans.** Plans and Specifications and Construction Plans, and all work by Tenant with respect to the Landmark property and Tenant's design, development and operation of the Improvements thereon shall be in conformity with this Lease, applicable building codes, Applicable Laws, and all other applicable federal, state, county and local laws and regulations.

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

(A) No later than thirty (30) days prior to any submission to any governmental authority having jurisdictional authority over the Project or Landmark seeking such Governmental Agencies approval and/or Permit, the Tenant shall submit a complete set of such proposed Plans and Specifications for: (1) the Demised Property, (2) the Improvements, (3) Public Infrastructure, and/or

(4) new facilities for the Non-profit Organizations to the Director of ISD for review, coordination and approval as to whether or not they meet the Project requirements as described in this Lease or other requirements set forth in this Lease with respect to the Improvements and/or the new facilities for the Non-profit Organizations and/or the Public Infrastructure. Such submittal to the Director of the Internal Services Department shall be accompanied with a copy of this Article from this Lease, with this Section highlighted in yellow.

(B) No later than thirty (30) days prior to any submission to any governmental authority having jurisdictional authority over the construction for the facilities Non-profit Organizations, and the Tenant seeking such Governmental Agencies approval and/or Permit, the Tenant shall submit a complete set of such proposed Plans and Specifications for the facilities for the Non-profit Organization to each of the Non-profit Organizations, for their review and coordination and approval as to whether or not such proposed submissions meet their requirements, and as otherwise described in this Lease.

(C) For each submittal to the Landlord (collectively **"Plan Submittals"**), the Tenant shall submit two (2) sets of prints with the date noted on each print, along with a copy of this Article, with the portions describing the timelines highlighted in yellow. In addition, the Tenant shall provide Landlord through its Internal Services Department, with a courtesy copy of the Plans and Specifications and Construction Plans at the time that such are approved for a building permit, or other Permit or approval by Governmental Agency.

(D) At Tenant's request, Landlord shall, solely in its capacity as land owner of the Landmark property and at Tenant's expense, join in (or consent to, as required) the execution, submission and processing of all of the applications for approvals. In that regard, notwithstanding the notice provisions contained in this Lease regarding when notices are deemed given, the Tenant, agrees to provide Landlord with any plans or other documents it intends to submit to any reviewing Governmental Agency not less than ten (10) business days prior to submission of same to any reviewing Governmental Agency, and Landlord shall execute and return any required joinders or consents within ten (10) business days following actual receipt of such joinders or consents from Tenant. Provided that, notwithstanding any of the foregoing, it is the intention of this provision to address only ministerial, or minor administrative actions required of the Landlord and not to require material or substantive obligations or undertakings by the Landlord related to such Permit applications, zoning applications, revisions to site plans, or any other efforts contemplated above. Moreover, in no case shall the Landlord be required to undertake any liability, or other obligations, or to waive, relinquish or diminish any right or privilege, in connection with such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any Landlord right or privilege.

8.4 **Subdivision of Demised Property; "As-Built Plans."** The Landlord has advised the Tenant that the Demised Property needs to be re-platted. As such, the Tenant shall, at its own cost and expense, undertake such responsibility to secure a replat of the Demised Property and/or if necessary, the entire Landmark property, including any area needed for the new facilities for the Non-profit Organizations (the **"Re--Plat"**). Upon recording of the Re-Plat, the legal description of the Demised Property (i.e., **Exhibit "A-1"**, including as same may have been modified after delivery of the new survey), and Landmark, as applicable, shall be replaced with the legal description taken from the Re-

Plat. Further, after Completion of Construction of the Improvements constituting each phase of the Project by the Tenant, Tenant shall, provide to the Landlord, without demand, with two (2) sets of As-Built Plans of the completed phase of the Project or Improvements.

8.5 **Tenant Development Obligations.** The Landlord's approval (or deemed approval) of the Development Concept and Plans and Specifications pursuant to this Lease shall not relieve Tenant of its obligations under law to file such Plans and Specifications with any department of Miami-Dade County or any other Governmental Agency having jurisdiction over the issuance of building, zoning or other Permits and to take such steps as are necessary to obtain issuance of such Permits.

8.8 (i) **No Liability.** The Tenant acknowledges that any approval given by the Landlord, including RER (or deemed approval), pursuant to this Article, shall not constitute an opinion or agreement by the Landlord that the Construction Plans are structurally sufficient or in compliance with any Applicable Laws, and no such approval (or deemed approval) shall impose any liability upon the Landlord.

8.6 **Tenant's Facilities to be Constructed.** Notwithstanding anything herein to the contrary and except with respect to His House's new facilities in accordance with subsection 8.7(D)(4), Landlord shall not be responsible for any costs or expenses associated with or related to the Project, the Improvements, or the Demised Property, including, but not limited to, the design, development, construction, capital replacement, operation and/or maintenance of the Project, Improvements, or the Demised Property.

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

Conditions Precedent to Notice to Proceed and Commencement of Construction. Before issuance of a Notice to Proceed and the Commencement of Construction of any portion of the Project or otherwise on Landmark, and in addition to the submission and approval process specified in this Lease for construction generally, the Tenant hereby agrees that it shall satisfy all of the following conditions precedent with respect to (i) the new facilities for the Non-profit Organizations at Landmark, if applicable, (ii) the applicable portion of the Project [but not the entire Project, it being understood and agreed that the Project will be undertaken in six (6) phases (and each phase may consist of multiple sub-phases) and that not all Improvements need be constructed simultaneously], and (iii) Public Infrastructure, the Tenant shall first:

(a) Have submitted to the Landlord the Plans and Specifications and shall have received approval from the Landlord to proceed with same.

(b) Have entered into a valid and binding construction contract for the construction of the Improvements on the Demised Property, the Public Infrastructure, and/or as well as the new Non-profit Organizations' facilities at Landmark, as applicable and subject to the provisions of this Lease**.** The Tenant shall remit to ISD, in electronic format and as a hard copy, copies of said above contract.

(c) Have obtained development approvals from all applicable governmental bodies, agencies and/or departments (the **"Governmental Agencies"**) necessary for Commencement of Construction of the Improvements on the Demised Property, the Public Infrastructure, and/or as well

as the new Non-profit Organizations' facilities at Landmark, and have issued all required Permits for the construction of same, and either the Re-Plat shall have been recorded, or a T-Plat and administrative approval have been issued and obtained for the Demised Property. The Tenant shall remit to ISD, in electronic format and as a hard copy, copies of such granted approvals.

(d) Have provided to the County Mayor or County Mayor's designee (with a copy to the Landlord's Director of the Internal Services Department, for his/her approval), evidence reasonably acceptable to the Landlord, that the Tenant has the financial ability (including financing resources) to complete the development of the Improvements on the Demised Property, the Public Infrastructure, and/or as well as the new Non-profit Organizations' facilities at Landmark, as applicable.

(e) Prior to Tenant's financial closing, or at such other time as mutually agreed to by Landlord and Tenant, with respect to the construction of the Affordable Housing Facilities, the Tenant shall have completed and submitted to the Landlord for its review and approval, a Rental Regulatory Agreement in generally the form attached hereto as Exhibit "H" for the Affordable Housing Facilities which shall remain in place for the Affordable Housing Facilities for the duration of this Lease, including any renewal terms.

(f) **Payment and Performance Bonds.** At least ten (10) days before Tenant commences any construction work related to any portions of the Project, including Improvements on the Demised Property, Public Infrastructure, facilities for the Non-profit Organizations, as applicable, or any materials are purchased from a supplier, the Tenant shall execute, deliver to the Landlord and record in the public records of the Landlord, a payment and performance bond equal to the total cost of construction of the Project, the Public Infrastructure, and the facilities for the Non-profit Organizations, as applicable. Each payment and performance bond shall be in compliance with all Applicable Laws including the terms of Section 255.05, Florida Statutes, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the Landlord and the Tenant beneficiaries thereof, as joint obligees. The Tenant shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind (**"Encumbrances"**), to be placed on, or to cloud title of, Landlord's fee simple interest in the Demised Property, the Government Parcel nor the Non-profit Parcel, and/or anywhere else on the Landmark property, and shall indemnify Landlord for any costs, expenses, or damages Landlord incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on the Landlord's fee simple interest within forty-five (45) days after Tenant receives written notice from Landlord demanding removal of such Encumbrance, and in which case such Encumbrance shall be deemed a Tenant Event of Default. The Tenant shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances of which Tenant has been given actual notice.

(g) **Alternative Security.** Alternatively to the Section 255.05, Florida Statutes payment and performance bonds provided for above:

(A) The Tenant and its contractors and material supplier may individually or collectively: Provide the Landlord with an alternate form of security in the form of a certified check in the amount specified by the Landlord in accordance with the requirements as described below that the Landlord may deposit in a Landlord-controlled bank account or an irrevocable letter of credit in a form reflecting two (2) months of the highest draws and for an equivalent amount that is acceptable to the Landlord

(**"Alternative Security"**), to remain in place until evidence reasonably satisfactory to the Landlord is submitted to demonstrate all contractors performing Improvements on the Project, the Public Infrastructure, the facilities for the Non-profit Organizations as applicable, have been paid and Completion of Construction has been obtained for same, and such Alternative Security shall meet the specifications set forth below; and

(B) Each prime contractor hired by the Tenant to perform work and/or make improvements on the Project, the Public Infrastructure, and the facilities for the Non-profit Organizations, as applicable, shall provide a Performance Bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than one hundred (100%) percent of his/her/its respective contract in a form acceptable to the Landlord to insure that his/her construction work shall be completed by the contractor or, on its default, his/her surety and shall name the Landlord as an additional obligee and shall meet the specifications set forth below; and

(C) Each prime contractor hired by Tenant to perform work and/or make improvements on the Project, the Public Infrastructure, and the facilities for the Non-profit Organizations, as applicable, shall provide a Payment Bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of his/her/its respective contract in a form acceptable to the Landlord to secure the completion of the Project, the Public Infrastructure, and facilities for the Non-profit Organizations, as applicable, free from all liens and claims of sub-contractors, mechanics, laborers and materialmen and shall name the Landlord as an additional obligee and payee.

(D) The Alternative Security and the Bond(s) shall comply with the requirements of Section 255.05, Florida Statutes. The Alternative Security shall be in an amount equal to the total cost of the construction management services to be performed by the Tenant's contractor for the Project, Public Infrastructure, and facilities for the Non-profit Organizations, as applicable, (i.e., management fee, profit, office overhead, general conditions, and cost of work that is self-performed by the contractor) divided by the total number of months that comprise the performance period of the applicable construction contract and multiply that figure by two (2). [By example, if the total cost of construction of the Public Infrastructure, is $8,000,000.00, and the value of the construction management services totals $1,000,000.00 and the work is to be undertaken within twenty (20) months, then the Alternative Security for the Public Infrastructure, shall be $100,000.00 ($1,000,000.00/20 x 2= $100,000.00)].

i. If Tenant provides the Alternative Security, Tenant shall also comply with the following obligations: (a) Tenant shall obtain a Conditional Release of Lien from each of its prime contractor(s) at the time each progress payment is made; and (b) Tenant shall obtain an Unconditional Release of Lien from each of its prime contractor(s) within five (5) business days after payment is made.

ii. In the event the Tenant's contractor(s) claim non-payment(s), and/or, fail to timely provide Unconditional Releases of Lien within the timeframe stipulated under these terms, Tenant reserves the right but not the obligation to: (a) reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or (b) appropriate funds for such payment(s) from any cash deposit(s) or security posted and make payment(s) directly to the claimant(s).

iii. In either case, Tenant shall, within ten (10) business days of the Landlord's notification to deposit an amount equal to the reduced/disbursed amount in the Landlord's escrow account or increase the irrevocable letter of credit so as to replenish the original amount of the cash deposit(s) or security posted.

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

8.9 **Existing Violations; Demolition.** The Landlord and Tenant acknowledge that previously the Landmark property, including the Demised Property, was subject to a number of notices of violation and decisions of the Miami-Dade County Unsafe Structures Board (collectively, the **"Violations"**). Notwithstanding the foregoing or anything contained in this Lease to the contrary, the Tenant shall have the right, at Tenant's expense, to obtain an updated title commitment for the Demised Property. The Landlord shall, at no cost to Landlord, reasonably cooperate with the Tenant in the Tenant's efforts to clear any title defects which may impact Tenant's ability to develop the Demised Property or otherwise perform its obligations under this Lease, provided such cooperation shall be at no cost to Landlord, shall impose no additional obligations upon Landlord, and further provided that, it is the intention of this Section to address only ministerial, or minor administrative actions required of the Landlord and not to require material or substantive obligations or undertakings by the Landlord, as the Demised Property is being leased in an as is where is condition with no warranties.

8.10 **Connection of Buildings to Utilities.** The Tenant, at its sole cost and expense, shall install or cause to be installed all necessary connections between the buildings and Improvements constructed or erected by it on the Demised Property, and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by Landlord (but which may be owned by Miami-Dade Water and Sewer Authority or any other Governmental Agency). The Tenant shall pay for all costs, if any, associated with locating and installing such connections and new facilities for sewer , water, electrical, and other utilities as needed to service the Demised Property.

8.11 **Ownership of Improvements.** With the exception of: (a) the structures and infrastructure being built and/or installed as part of the Public Infrastructure which, following completion, will become the property of the Landlord, and (b) the structures being built by or for the Non-profit Organizations, which will be owned by the Non-profit Organizations, the Improvements

and material and equipment provided by Tenant which are located specifically on the Demised Property shall, upon being added thereto or incorporated therein, be and remain the property of Tenant for the Term of this Lease. At the expiration or termination of the Term of this Lease, all such buildings and Improvements and immovable fixtures (specifically excluding the personal property and movable fixtures of Tenant and any subtenants) shall become the property of Landlord. The Landlord and Tenant agree to cooperate with each other to determine which Improvements shall become property of Landlord immediately upon Completion of Construction. For clarity, the structures for the Non-profit Organizations will become property of the Non-profit Organizations upon Completion of Construction.

8.12 **Introduction of Waste or Hazardous Materials.** The Tenant agrees that in its use of the Demised Property it shall comply with any and all Applicable Laws regarding waste and hazardous materials. The Tenant shall not cause or allow on or upon the Demised Property, or as may affect the Demised Property, any act which may result in the discharge of any waste or hazardous materials, or otherwise damage or cause the depreciation in value to the Demised Property, or any part thereof due to the release of any waste or hazardous materials on or about the Demised Property, other than amounts customarily used in the construction of the Improvements or contemplated to be used in Tenant's use of the Project, all in accordance with all Applicable Laws (and Landlord recognizes and understands that the Project by its very nature will involve motor fuels, paints, solvents and other materials which constitute hazardous materials as defined herein, and approves their use in connection with the construction and operation of the Project). The Tenant further hereby agrees to immediately notify the Landlord, in writing, should Tenant have actual knowledge of the occurrence of an accident or incident in which any waste and/or hazardous materials are released or otherwise discharged on or about the Demised Property in violation of Applicable Laws. The term "hazardous materials" shall mean any explosives, radioactive materials, friable asbestos, electrical transformers, batteries, and any paints, solvents, chemicals, or petroleum products, as well as any substance or material defined or designated as a hazardous or toxic waste material or substance, or other similar term or substance used by any federal, state, municipal or local environmental statute, regulation or ordinance presently or hereinafter in effect, as such statute, regulation or ordinance may be amended from time to time.

8.13 **Tenant's Responsibility for Waste and/or Hazardous Material**. During the Term, should the Tenant be responsible for any waste and/or hazardous material being released, exposed or otherwise discharged on or about the Demised Property after the Commencement Date in violation of Applicable Laws, it shall be the Tenant's sole responsibility at its cost to remediate said discharge on or about the Demised Property; provided, however, that Tenant shall have no liability or responsibility for any release or the presence of waste or hazardous material in, on or under the Demised Property which, was not caused by or the responsibility of the Tenant, and through no fault of Tenant (i) existed prior to the Commencement Date, (ii) was caused by the Landlord, or (iii) first arises subsequent to the expiration or earlier termination of this Lease.

8.14 **Creating Sustainable Buildings**.

The Tenant shall, design the Project and Public Infrastructure and any new Non-profit Organization facilities at Landmark in accordance with the Landlord'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** E**nergy and**

Environmental Design ("**LEED**"). If there is a conflict between the requirements of the laws and ordinances relating to the Sustainable Buildings Program and with the obligations expressly set forth in this Lease, the Tenant hereby agrees that it shall comply with the more stringent and exacting standards. 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-part reviewing the construction of the Project buildings and Public Infrastructure to establish that 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 Council. The Tenant also acknowledges and agrees that it must incorporate high performance building concepts and technologies to enhance the overall design and construction of the Project buildings and Public Infrastructure while simultaneously making any and all other Improvements and the remaining area environmentally responsible. Additionally, the Tenant hereby agrees to employ and otherwise incorporate other sustainable practices in the design and construction of the Project buildings, Public Infrastructure and other Improvements on the Demised Property, including, but not limited to the following:

(A) The Tenant shall be required to design the Public Infrastructure and the facilities for the Non-profit Organizations, as applicable, so as to obtain a LEED Silver certification rating from the U.S. Green Building Council. Tenant shall comply with the provisions of Section 9-71 through 9-75 of the County Code and Miami-Dade County Implementing Order 8-8 relating to the Sustainable Buildings Program.

(B) Install energy-efficient "cool roof", also known as reflective roof (or green roof) on the Project buildings, Public Infrastructure and facilities for the Non-profit Organizations as applicable, pursuant to Landlord's Resolution No. R-1103-10.

(C) 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.

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

(E) In the event the Public Infrastructure and the facilities for the Non-profit Organizations are charged for water services, Tenant shall install and maintain a comprehensive system for re-metering of water service and invoicing in order to ensure that the billing for water service to the appropriate Public Infrastructure and the facilities for the Non-profit Organizations is just (accurate), so that water services are charged to the correct Public Infrastructure and the facilities for the Non-profit Organizations.

(F) The Tenant shall be solely responsible for maintaining the indoor air quality in the Project buildings, Public Infrastructure, and the facilities for the Non-profit Organizations. Tenant hereby agrees that the indoor air quality shall meet or exceed all national ambient indoor air quality laws, particularly regarding human exposure to air pollution. Tenant recognizes and acknowledges that abiding by the strict laws pertaining to indoor air quality is a fundamental element for the resident's environmental health and safety.

(G) Beyond the legally required sustainability measures, Tenant specifically agrees to consider additional areas or means to improve and/or protect the environment with regard to the Project, Public Infrastructure, and the facilities for the Non-profit Organizations 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 Project buildings, Public Infrastructure, and the facilities for the Non-profit Organizations in an effort to achieve the important goals of creating a health place to live and work as well as an environmentally responsible development in the community.

8.21 **Landlord's Right to Audit, Inspect and Review.** The Landlord and Tenant acknowledge and agree that the Landlord shall have the right, until the expiration of ten (10) years after the termination of this Lease, to review and/or audit the books and records of the Tenant, as well as inspect the Affordable Housing Facilities, as it pertains to the this Lease, in an effort to make certain that all of the units are/were appropriately rented to households whose income do not exceed one hundred twenty (120%) percent of the AMI for Miami-Dade County. And as part of the review and/or audit process, the Tenant shall have the obligation to make available to the Landlord, and its representatives, any and all books, documents and records of Tenant pertaining to this Lease, and to the Tenant leasing units within the Affordable Housing Facilities, including, but not limited to those documents and records involving lease agreements, income statements, proof of income, and other supporting documentation, as reasonably necessary for the Landlord to make an accurate assessment of the units being leased in the Affordable Housing Facilities. And further, annually, the Landlord shall have the right to physically inspect the Affordable Housing Facilities, along with a representative amount of the individual units in such buildings.

ARTICLE 9

PAYMENT OF TAXES, AND ASSESSMENTS

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

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

(B) If any Imposition for which Tenant is liable hereunder relating to a fiscal period, a part of which period is included within the Term of this Lease and a part of which is included in a period of time after the expiration or termination of the Term, the Tenant shall pay the entirety of such Imposition.

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

(D) Nothing herein shall be interpreted to mean that there are any Impositions applicable to the Demised Property or any portions of the Improvements owned by the Landlord.

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

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

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

ARTICLE 10

SURRENDER

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

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

10.3 **Rights to Personal Property after Termination or Surrender.** Any personal property of Tenant which shall remain in the Demised Property after six (6) months following the termination or expiration of this Lease, may, at the option of Landlord, be deemed to have been abandoned by Tenant and, said personal property may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit.

ARTICLE 11

INSURANCE AND INDEMNIFICATION

11.1 **Insurance.** The Landlord and Tenant hereby agree that the terms and provisions governing the insurance required pursuant to this Lease are contained in this Article, and in Schedule 11.1 hereto, which is hereby incorporated herein by reference.

11.2 **Indemnification and Duty to Defend.** The Tenant shall defend, indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities (the **"Landlord Indemnified Parties"**) 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 any claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance or non-performance of this Lease by the Tenant (or by Tenant's Affiliates) and/or their employees, agents, servants, partners, principals or subcontractors, other than for liability, loss or damage caused by the negligence or willful conduct of Landlord or its employees, agents, servants, or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord Indemnified Parties, where applicable, including any and all 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 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. Tenant further understands and agrees that Landlord shall be deemed to have "incurred" attorneys' fees and costs of defense if it uses government lawyers, including but not limited to the County Attorney's Office.

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

11.4 **Compliant Use.** The Tenant represents and warrants that all Permitted Uses, and actual uses, of the Demised Property shall not be in violation of or contrary to the terms and conditions of this Lease, Applicable Laws, and of the exceptions, obligations, restrictions, covenants and

reservations of record for the Demised Property. Tenant shall, if desired, obtain title insurance for the benefit of itself and any Leasehold Mortgagee.

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

ARTICLE 12

OPERATIONS

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

12.2 **Repair and Relocation of Utilities.** The Tenant, at its sole cost and expense and with the prior written approval of the appropriate utility, agrees to maintain and repair, replace and relocate as necessary, utility facilities within the Landmark property, including, but not limited to the Demised Property, required for the construction and build-out of the Project, and/or for the operation of the Demised Property, and all existing and future Improvements, subject to the following conditions:

(A) Such activity does not materially or adversely interfere with Landlord's operations or Non-profit Organizations' operations on any property outside the boundaries of the Demised Property (as evidenced in advance by a written instrument authorizing such repair and/or relocation of utilities); and Tenant complies with the provisions of all Permits and licenses which have been issued and are affected by such repair and relocation.

(B) The Tenant acknowledges that electricity, water and other utilities on the Landmark property are connected, and the Tenant's construction work on the Demised Property or elsewhere on or about the Landmark property relating to those utilities may cause interruptions or damage to the Landlord's and/or the Non-profit Organizations' utility access or equipment. Therefore, the Tenant hereby commits to pay for any damage, interruption or other costs incurred by the Landlord and/or the Non-profit Organizations due to the Tenant's construction work.

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

12.3 **No Right to Erect Signs**.

(A) With the exception of the signs listed in this Lease, which has been specifically approved by the Director of the Internal services Department, and other signage for which Tenant has

obtained Landlord's prior approval (which Landlord will not unreasonably withhold or delay), Tenant shall not have the right, during the Term of this Lease, to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of any signs in or on the Demised Property.

(B) The following types of signs shall be allowed within the Demised Property: Signs identifying the buildings and Improvements to the Demised Property and directional signs within the Demised Property as well as artworks and artistic banners as permitted under applicable zoning regulations and Applicable Laws, As used in this Lease, "signs" shall be deemed to include any display of characters, letters, illustrations, logos or any ornamentation designed or used to indicate direction or street names, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise. Tenant shall be responsible for obtaining any and all Permits and licenses which may be required from time to time by any governmental authority for such signs and advertisements.

12.4 **Tenant Repairs and Maintenance.** Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall keep the Demised Property in good and safe order and condition, and make all necessary repairs thereto. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments deemed necessary by Applicable Laws or by Tenant. All repairs made by Tenant shall be at least substantially similar in quality and class to the original work. Tenant shall keep and maintain all portions of the Demised Property and all Improvements in safe and reasonable order and operating condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions,

ARTICLE 13

JOB CREATION OBLIGATIONS AND COMMUNITY BENEFITS

(A) **Job Creation**. The Tenant agrees that the Project shall result in the creation of a minimum of 767 new, full-time, or full-time equivalent jobs, averaging at least 1,872 hours per job per year (**"Certified Jobs"**), located on the Demised Property, and which are in fact permanent, recuring jobs (not construction jobs), and the Tenant shall ensure that the Certified Jobs are created on the Demised Property as follows (the **"Hiring Condition"**):

(i) A minimum of 127 new, full-time, or full-time equivalent jobs will be created on or before December 31, 2029 (Phase 1);

(ii) A minimum of 127 new, full-time, or full-time equivalent jobs will be created on or before December 31, 2031 (Phase 2);

(iii) A minimum of 127 new, full-time, or full-time equivalent jobs will be created on or before December 31, 2032 (Phase 3);

(iv) A minimum of 127 new, full-time, or full-time equivalent jobs will be created on or before December 31, 2033 (Phase 4); and

(v) A minimum of 127 new, full-time, or full-time equivalent jobs will be created on or before December 31, 2035 (Phase 5); and

(vi) A minimum of 132 new, full-time, or full-time equivalent jobs will be created on or before December 31, 2036 (Phase 6).

In the event of any extension of the completion of such Phases, as set forth in Section 8.2 herein, then such job creation dates shall be extended for a commensurate amount of time. Additionally, the parties acknowledge and understand that the development Phases set forth in subsection 8.4(A) above and the Certified Jobs set forth above are associated with the development Phases set forth in subsection 8.4(A) and are predicated upon each such Phase being developed. In the event that the the Tenant is unable to construct all or a portion of any Phase and facilities set forth in Section 8.4(A), then, as mutually agreed in writing by Landlord and Tenant, the minimum Certified Job requirements shall be adjusted accordingly to remove all or any portion of the Certified Jobs associated with any deleted Phase or portion thereof or facilities associated therewith.

(C) **Term of Hiring Condition**. The Tenant shall maintain the Hiring Condition for a minimum period of fifteen (15) years (such 15 year period, the **"Job Maintenance Period"**). The Job Maintenance Period will commence after all 767 jobs are in place, and/or otherwise filled, with employees working in positions that are full-time or full-time equivalent, in accordance with Applicable Laws. All new Certified Jobs committed must meet or exceed the Miami-Dade County Living Wage threshold then in effect when the jobs are created, and no less than fifty (50%) percent of all new jobs committed must pay no less than eighty (80%) percent of Miami-Dade County Area Median Income ("AMI") as provided by the U.S. Department of Housing and Urban Development. (For reference, Miami-Dade County Living Wage FY 24-25 = $17.45 per hour with qualifying health benefits valued at least $3.81 per hour, otherwise $21.26 per hour; and as of April 1, 2024, eighty (80%) percent of Miami-Dade County Area Median Income ("**AMI**") = $63,550.)

(B) **Job Certification.** So as to assist in the oversight of the job requirements intended to be met in this section and in any other section of this Lease, the Tenant shall provide to the Landlord, on a quarterly basis, copies of the State of Florida RT-6 reports, or such other reports and/or documents that, from time-to-time, replace the RT-6 form, along with the payroll reports for each quarter. These reports will provide part of the basis of oversight of the jobs requirements intended to be met in this section and in any other section of this Lease, although Tenant and the Landlord recognize and understand that a number of the Certified Jobs will be provided by subtenants, contractors, and other third parties (collectively, **"Third-Party Employer"**), and not simply by the Tenant. The determination of the number of direct new jobs created and maintained shall be certified in the form of an annual report attached as Exhibit "F", a copy of which shall also be provided to the Landlord no later than the last day of each Lease Year (i.e., the day before the anniversary of the Commencement Date of this Lease), based upon the RT-6 filings with the State of Florida, to evidence the number of Certified Jobs during the previous year and the average salary paid, prepared and certified by (I) Tenant's Certified Public Accountant (**"CPA"**) or an agent of Tenant who has been duly authorized to sign on behalf of Tenant by a corporate manager or officer, and (2) each Third-Party Employer's CPA

or an agent of the Third- Party Employer who has been duly authorized to sign on behalf of the Third-Party Employer, by a corporate manager or officer. In conjunction with such annual report, Tenant shall (and shall require that each Third-Party Employer) submit an affidavit or other written affirmation attesting that the new jobs certifications in said report are true and correct to the best of the Tenant's and each Third-Party Employer's knowledge and belief. In addition, Tenant will cooperate with the Landlord to verify employment numbers required to be met in this Lease through physical inspections at the Demised Property where these employees are located and as may otherwise be reasonably required.

(E) **Community Benefits**. Tenant will provide the Community Benefits, as described in **"**Exhibit G" ("the Community Benefits").

ARTICLE 14

COMPLIANCE WITH APPLICABLE LAWS

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

14.2 **Contest by Tenant.** The Tenant shall have the right, after prior written notice to Landlord, to contest the validity or application of any Applicable Laws by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant without cost or expense to Landlord and shall indemnify the Landlord for any consequences therefrom. If counsel is required, the same shall be selected and paid by Tenant.

ARTICLE 15

CHANGES AND ALTERATIONS TO IMPROVEMENTS BY TENANT

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

(A) The method, schedule, and Plans and Specifications for razing any existing Improvements and building and replacing it with a new building(s) shall be in accordance with the Permitted Use for the Project and all provisions of Article 8 with respect to development of the Demised Property are complied with, including but not limited to, submission to Landlord for its approval (which shall not be unreasonably withheld or delayed) of the Plans and Specifications at least sixty (60) days prior to the application for any permits for any razing and new construction (unless

action is required to comply with building and safety codes, in which Tenant will provide Landlord with prior notice that is reasonable under the circumstances);

(B) The rebuilding, alteration, reconstruction or razing does not violate any other provisions of this Lease; and

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

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

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

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

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

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

(v) any modifications, construction, replacements, or repair reasonably anticipated by Tenant to cost less than $250,000.00; or

ARTICLE 16

DISCHARGE OF OBLIGATIONS

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

ARTICLE 17

PROHIBITIONS ON USE OF DEMISED PROPERTY

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

(A) Tenant shall not construct, otherwise develop, or use or allow the use on and of the Demised Property anything that is inconsistent with the terms and conditions of this Lease including anything not in accordance with the Permitted Uses or with the Plans and Specifications approved by the Landlord; provided, however, that nothing herein will prohibit the Tenant from developing the Project with additional Improvements, so long as such additional Improvements are constructed in accordance with the provisions of this Lease and specifically the Permitted Use, and are used in accordance with the limitations of, and provisions of, this Lease.

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

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

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

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

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

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

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

17.2 **Prohibition against Flammable or Combustible Liquids or Dangerous Materials.** The Tenant agrees that its use (and the use by Tenant's subtenants and customers) of flammable or combustible liquids or dangerous or explosive materials on or about the Demised Property shall be in compliance with Applicable Laws. Tenant shall not permit its permitted subtenants, if any, or any other person or entity to carry flammable or combustible liquids or dangerous or explosive materials into or onto the Demised Property during the Term except as such substances are used in the ordinary course of business, and shall prohibit the storage or manufacture of any flammable or combustible liquid or dangerous or explosive materials in or on the Demised Property in violation of Applicable Laws; provided that this restriction shall not apply to prevent (a) the entry and parking of motor vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion, (b) the maintaining retail inventories for sale to retail customers of motor oils and similar types of products, (c) the use of normal cleaning and maintenance liquids and substances and/or, office and other supplies customarily used, (d) the use of flammable or combustible liquids or dangerous or materials in construction of Improvements on the Demised Property (provided such use in not in violation of Applicable Laws, or (e) the use of flammable or combustible liquids or dangerous or materials in Tenant's (and any permitted subtenant's) business operations within the Demised Property (provided such use in not in violation of Applicable Laws. In the event that any change in existing Applicable Laws or any law or ordinance goes into effect after the Effective Date which maims Tenant's intended use of the Demised Property illegal, or imposing conditions upon Tenant's intended use of the Demised Property which render such use economically impractical, Tenant shall have the right to terminate this Lease upon no less than ninety (90) days' written notice to Landlord.

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

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

ARTICLE 18

ENTRY BY LANDLORD

18.1 **Inspection by Landlord of Demised Property.** Landlord and its authorized representatives, upon reasonable written notice (delivered not less than three (3) business days prior to the anticipated inspection) and in the presence of a representative of Tenant (and/or a permitted subtenant, if the subtenant's space is to be inspected), shall have the right to enter the Demised Property at reasonable times during normal business hours for the purpose of inspecting the same to assure itself of compliance with the provisions of this Lease. Provided that no such restrictions shall apply in the event of an emergency or perceived emergency or danger.

18.2 **Limitations on Inspection.** Except in cases of emergencies or to confirm that previously noted deficiencies or defaults have been cured, Landlord shall be limited to one physical inspection per quarter throughout the Term of this Lease. The Landlord, in its exercise of the right of entry, shall not unreasonably disturb the occupancy or business activities of Tenant or any permitted subtenant.

ARTICLE 19

UNAVOIDABLE DELAYS; LIMITATIONS OF LIABILITY

19.1 **Unavoidable Delays.** Other than Tenant's obligation to satisfy the financial obligations set forth in Article 6, to pay the Annual Rent and Additional Rent when due to Landlord, and to satisfy any other monetary obligation under this Lease, the party obligated to perform shall be entitled to a reasonable extension of time to satisfy performance as a result of an inability to meet a time frame or deadline specified in this Lease where such inability or delay is caused by an Unavoidable Delay and shall be excused from performance for the period of any such time extension, provided that the period of any delay or time extension to satisfy an obligation impeded by an Unavoidable Delay shall be limited to the amount of time reasonably necessary to comply, following or as a result of the Unavoidable Delay and shall not in any instance exceed one (1) year. The provisions of this section shall only apply if the delayed party complies with the following requirements: (a) when the delayed party has knowledge or is put on notice of the existence of an Unavoidable Delays, such party shall give prompt written notice thereof to the other party, including the causes thereof and the anticipated time extension necessary to perform, but in no event shall such notice be provided later than fifteen (15) days of the actual event giving rise to the Unavoidable Delays (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 to remove, resolve or otherwise eliminate such occurrence while keeping the other party advised with respect thereto, and shall commence performance of its obligation 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 Unavoidable Delays 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 Unavoidable Delays extend any of the deadlines, milestones and/or date for performance set forth in this Lease by a cumulative time period greater than one (1) year from the

date of the event or events giving rise to the Unavoidable Delays. The parties agree that the Landlord is authorized to dispute whether the Unavoidable Delays claimed by Tenant meets the definition of Unavoidable Delays and specifically the requirements set forth herein, and any such dispute, unless resolved by the parties, shall be resolved in accordance with Applicable Laws and the terms and conditions of this Lease.

19.2 **Limitation of Liability of Landlord.** The Landlord shall not be liable to Tenant for any incidental, consequential, special or punitive loss or damage whatsoever arising from the actions or inactions of the Landlord.

19.3 **Limitation of Liability of Tenant.** The Tenant shall not be liable to Landlord for any incidental, consequential, special or punitive loss or damage whatsoever arising from actions or the inactions of the Tenant.

ARTICLE 20

DAMAGE AND DESTRUCTION

20.1 **Tenant's Duty to Restore.** If, at any time during the Term of this Lease, the Demised Property, the Project, any Improvements which constitutes a material portion of the Project, or any part of the foregoing shall be damaged or destroyed by fire or other casualty covered within the insurance designation of fire and extended coverage, as same is customarily written in the State of Florida, Tenant, at its sole cost and expense, if so requested by Landlord, or elected by Tenant, and provided that the insurance proceeds related to such casualty are made available to Tenant for use in collection therewith, shall repair, alter, restore, replace or rebuild the same as nearly as reasonably possible to its value, conditions and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as Tenant may elect to make in conformity with the provisions of this Lease and modern construction techniques and methods. Provided Tenant otherwise complies with the terms and conditions of this Lease and if necessary obtains Landlord's approval (in a manner consistent with the requirements of this Lease relative to the initial construction of the Improvements), through the Board, it may construct Improvements which are larger, smaller or different in design, and which represent a use comparable to prior use or as are allowed by this Lease and by Applicable Laws. However, in the event insurance proceeds related to such casualty are not made available to Tenant for use in connection therewith, or are deemed insufficient by Tenant in its reasonable discretion to enable the continuation of operations on the Demised Property, or in the event that casualty so damages a material portion of the Project such that Tenant cannot reasonably be expected to operate its business within the Demised Property as intended for a period of more than one hundred eighty (180) days, and Tenant elects not to rebuild, (i) Tenant shall have the right to terminate this Lease, (ii) in which event the Demised Property shall be returned to Landlord in its then existing condition (except that Tenant shall use the insurance proceeds to demolish any structures or improvements that are unusable or unsafe), and (iii) all rent shall be abated from and after the date Tenant notifies Landlord in writing of the effective date of the termination of this Lease. The balance of any unused insurance proceeds shall be paid to Tenant and any Leasehold Mortgagee as their respective interests may appear.

20.2 **Interrelationship of Lease Sections.** Except as otherwise provided in this Lease, the conditions under which any construction, repair and/or maintenance work is to be performed and the

method of proceeding with and performing the same shall be governed by all the terms and conditions of this Lease herein.

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

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

ARTICLE 21

MORTGAGES, TRANSFERS, SUBLEASES, TRANSFER OF

TENANT'S INTEREST IN DEMISED PROPERTY

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

(A) No material breach, or Event of Default exists under this Lease, at the time of such assignment or transfer;

(B) Tenant must obtain written consent of Landlord, through the Board of County Commissioners, both as to the proposed transfer and the proposed transferee. Such consent shall not be unreasonably withheld or unreasonably conditioned.

21.2 Right to Mortgage Leasehold. Notwithstanding anything in Section 21.1 to the contrary, the Tenant shall be permitted to encumber its interest in this Lease (such encumbrance being defined as a "**Leasehold Mortgage**") in order to finance the construction of the Project and to refinance any Leasehold Mortgage, provided that the proceeds obtained by Tenant from any Leasehold Mortgage, and any additional proceeds obtained by Tenant from any refinancing of any Leasehold Mortgage beyond those proceeds necessary to satisfy the balance of any existing Leasehold Mortgage, shall be used for payment or repayment of costs of construction, maintenance, repairs and operation of the Project, including past operating losses, subject to the following terms and conditions. The Landlord and the Tenant (and, as appropriate, the Leasehold Mortgagee) will enter in to such customary documentation as may reasonably be required in connection with such leasehold financing to memorialize (i) that the Leasehold Mortgage is subordinate and inferior to the Landlord's ownership of the Demised Property, (ii) that the Leasehold Mortgagee will attorn to the Landlord in the event of any default by Tenant under the Leasehold Mortgage, (iii) that the Landlord will provide the Leasehold Mortgagee with reasonable notice of any default by Tenant hereunder, and reasonable opportunity to cure same (such notice and opportunity not to exceed that provided to Tenant hereunder), (iv) so long as the Leasehold Mortgagee does timely cure any breach or default of Tenant hereunder and so long as Leasehold Mortgagee thereafter otherwise complies with Tenant's obligations under this Lease, following Leasehold Mortgagee's foreclosure of the Leasehold Mortgage (or taking of possession pursuant to it prior to foreclosure), Landlord will recognize Leasehold Mortgagee as Tenant and will not disturb Leasehold Mortgagee's possession of the Demised Property, and (v) such other reasonable and customary provisions as Leasehold Mortgagee may request, including but not limited to, application of insurance proceeds (and the right to participate in insurance claims), condemnation awards (and the right to participate in eminent domain proceedings). This Section shall survive the expiration and/or early termination of this Lease. Notwithstanding the foregoing, the Tenant may not encumber its interest in this Lease with a Leasehold Mortgage of a duration greater than the remaining Term of this Lease.

21.3 Notice to Landlord of Mortgage. A notice of each Leasehold Mortgage shall be delivered to the Landlord specifying the name and address of such Leasehold Mortgagee to which notices shall be sent. The Landlord shall be furnished a copy of each such recorded Leasehold Mortgage.

21.4 Foreclosure of Leasehold Mortgage. Anything contained herein to the contrary notwithstanding, the Landlord consents to an assignment or transfer of this Lease either by virtue of foreclosure of the Leasehold Mortgage or assignment in lieu of foreclosure of the Leasehold Mortgage, whether to the Leasehold Mortgagee or its designee, and to any direct assignee of such Leasehold Mortgagee or its designee.

21.5 Continued Use. Cumulative to all other obligations to the Landlord, the Demised Property must continue to be used for all the uses provided for in the Permitted Use clause of this Lease, without interruption. If for any reason the Demised Property ceases to be used as provided for in the Permitted Use clause for more than ninety (90) consecutive calendar days, or more than one hundred eighty (180) calendar days in any twelve (12) month period, then the Demised Property and/or any its Improvements shall, at the option of the Landlord, revert to the Landlord's ownership immediately upon the Landlord giving written notice to the Tenant.

21.6 Rights to Sublease and Non-Disturbance to subtenants. The Tenant may not sublease more than forty-nine (49%) percent of the entire Demised Property to a single person or entity without the prior written consent of the Landlord, through its Board, which shall not be unreasonably withheld or unreasonably conditioned. Subject to the foregoing sentence, the Tenant may enter into one or more subleases for portions of the Demised Property (each a "Sublease") without the prior consent of the Landlord, provided: (i) that, notwithstanding any other provisions of this Lease, no Sublease shall relieve the Tenant of any obligations under the terms of this Lease, and that the Tenant shall be liable for any action by any subtenant, which constitutes a breach of this Lease, unless a release of Tenant is granted by the Board; (ii) each Sublease must require that such subtenant comply with all the terms and conditions of this Lease; and (iii) each Sublease must be for a use compatible with the Permitted Use clause of this Lease, including the standards and requirements set forth in this Lease, including Sections, and such use(s) shall be consistent with the intent of this Lease. The Tenant must give written notice to the Landlord specifying the name and address of any subtenant to which all notices required by this Lease shall be sent, and a copy of the Sublease. Notwithstanding the foregoing, Tenant may sublease the Non-Profit facilities to the Non-Profit Organizations.

21.7 Estoppel Certificates from Landlord. Upon request of the Tenant, any Leasehold Mortgagee or any subtenant, the Landlord agrees to give such requesting party an estoppel certificate in accordance with the terms and conditions of this Lease, and the requesting party shall be entitled to rely on the estoppel certificate; provided that the Landlord shall not incur any liability for damages to any Leasehold Mortgagee, subtenant, or other third party by virtue of providing such certificate, even if later determined to be inaccurate (provided that Landlord has exercised good faith in so providing).

21.8 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no subordination of Landlord's fee simple interest in the Demised Property (and/or the Landmark property) to the lien of any Leasehold Mortgage financing, nor shall Landlord he required to join in such Leasehold Mortgage financing (although nothing herein shall be deemed to limit or abrogate Landlord's obligations with respect to Leasehold Mortgage financing set forth in this Lease). No Leasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Demised Property (and/or the Landmark property).

ARTICLE 22

EMINENT DOMAIN

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

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

22.3 **Partial Taking; Termination of Lease.** If, in the event of a Taking of less than the entire Demised Property, (i) the remaining portion of the Demised Property not so taken cannot be, in Tenant's reasonable determination, adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, or (ii) the award to Tenant for such Partial Taking is insufficient to pay for such restoration, repair or reconstruction, or (iii) the Partial Taking results in making it impossible or unfeasible to reconstruct, restore, repair or rebuild a new building on any portion of the Demised Property, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Partial Taking (or the date of the

award, whichever is later), to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Partial Taking, in which case Tenant shall pay and shall satisfy all rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the Term herein demised shall cease and terminate (except that Tenant shall use the award to Tenant for such Partial Taking to demolish any structures or Improvements that are unusable or unsafe).

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

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

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

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

22.8 **Taking by Landlord.** Landlord shall not be entitled to condemn or take the Demised Property or any portion thereof (or partially condemn the Demised Property, or any portion thereof) by eminent domain or otherwise, during the Term of this Lease, except by following the procedures and compensation provided by Applicable Laws.

ARTICLE 23

TERMINATION

23.1 **Termination by Landlord**. The occurrence of any of the following, each of which shall constitute an event of default, shall permit the Landlord to terminate this Lease upon the terms and conditions set forth below, subject to any provisions herein governing the rights of any Leasehold Mortgagee and Mezzanine Financing Source, as defined below:

(A) Automatic Termination:

i. Institution of proceedings in voluntary bankruptcy by the Tenant.

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

iii. The appointment of a receiver or trustee of an assignment for the benefit of Tenant's creditors, other than one appointed for the benefit of a Leasehold Mortgagee.

(B) Termination after ten (10) calendar days' written notice by the Landlord to Tenant, with copies thereof to each Leasehold Mortgagee and Mezzanine Financing Source, as defined below, who shall have notified Landlord of its name, address and interest prior to such notice, for doing any of the following:

i. Non-payment of any Rent or any other financial obligations or sums due under this Lease after the due date for such payments; provided, however, that Landlord shall not have the right to terminate this Lease if Tenant makes the required payment(s) during the ten (10)

calendar day period following Tenant's receipt of the written notice (except for payments due under Sections 6.1 through 6.4;

ii. Written notice from Landlord to Tenant of any condition posing an immediate threat to health or safety of the public, which notice sets forth with reasonable specificity the nature of the alleged condition; provided, however, that Landlord shall not have the right to terminate this Lease if Tenant remedies the condition within the ten (10) calendar day period from Tenant's receipt of the written notice, or in the case of such condition which cannot with due diligence and in good faith be cured within ten (10) days (such as, for example, a cure that requires the issuance of a building permit), if Tenant within such ten (10) day period (i) undertakes all practicable and lawful actions to temporarily mitigate or isolate such condition (such as, for example, installing a barricade or vacating any portion(s) of the Demised Property subject to such condition) such that such condition is no longer an immediate threat to the health or safety of the public, as determined by the Landlord in its reasonable discretion, and (ii) proceeds to promptly and with due diligence and in good faith pursue curing said condition and cures such condition within twelve (12) months after Tenant's receipt of the written notice thereof from Landlord to Tenant.

(C) Termination after thirty (30) calendar days' written notice by the Landlord to Tenant, with copies thereof to each Leasehold Mortgagee and Mezzanine Financing Source who shall have notified Landlord of its name, address and interest prior to such notice, for the reason(s) as set forth below:

i. Tenant vacates or abandons the Demised Property, or otherwise ceases or discontinues its operations on the Demised Property (by reason other than Unavoidable Delays, fire or other casualty) following Completion of Construction; provided, however, that Landlord shall not have the right to terminate this Lease if Tenant cures such failure during the first fifteen (15) calendar day period following Tenant's receipt of the written notice.

ii. Subject to extensions of time specifically provided herein, Tenant fails to secure the required financing for the Project or applicable phase by the Financing Date; provided, however, that Landlord shall not have the right to terminate this Lease if Tenant cures such failure during the thirty (30) calendar day period following Tenant's receipt of the written notice.

iii. Tenant fails to timely meet the deadline for Commencement of Construction; provided, however, that Landlord shall not have the right to terminate this Lease if Tenant cures such failure during the thirty (30) calendar day period following Tenant's receipt of the written notice, or in the event that Tenant (i) has paid the Annual Rent and (ii) such default cannot with due diligence and in good faith be cured within thirty (30) days, Tenant within said thirty (30) day period proceeds to promptly and with due diligence and in good faith to pursue curing said default and cures such default within sixty (60) days after Tenant's receipt of such written notice thereof from Landlord to Tenant. With respect to this clause (iv), Landlord's written notice to Tenant shall set forth with reasonable specificity the nature of the alleged non-compliance.

iv. Subject to Unavoidable Delays and extensions of time provided herein, Tenant fails to timely meet the deadline for Completion of Construction; provided, however, that Landlord shall not have the right to terminate this Lease if Tenant cures such failure during the

thirty (30) calendar day period following Tenant's receipt of the written notice, or in the event that Tenant (i) has paid the Annual Rent and (ii) such default cannot with due diligence and in good faith be cured within thirty (30) days, Tenant within said thirty (30) day period proceeds to promptly and with due diligence and in good faith to pursue curing said default and cures such default within a maximum of ninety (90) calendar days after Tenant's receipt of such written notice thereof from Landlord to Tenant.

v. Tenant fails to utilize and maintain the Demised Property for the Permitted Use; provided, however, that Landlord shall not have the right to terminate this Lease if Tenant cures such failure during the fifteen (15) calendar day period following Tenant's receipt of the written notice.

vi. Tenant fails to timely and accurately report the condition of the Demised Property in accordance with the terms and conditions of this Lease; provided, however, that Landlord shall not have the right to terminate this Lease if Tenant cures such failure during the thirty (30) calendar day period following Tenant's receipt of the written notice. With respect to this clause (vii), Landlord's written notice to Tenant shall set forth with reasonable specificity the nature of the alleged failure.

vii. If a final, non-appealable order of a court of competent jurisdiction finds that Tenant is in violation of any law with respect to the Project, which results in imprisonment of any of the key officers of the Tenant.

viii. Non-performance of any other covenant of Tenant under this Lease or default arising from the Tenant's failure to keep, observe and/or perform any of the other terms contained in this Lease, other than the provisions already addressed herein in this Section, provided, however, that Landlord shall not have the right to terminate this Lease if Tenant remedies the default within thirty (30) days after Tenant's receipt of written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged default, or in the case of such default which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant within said thirty (30) day period proceeds promptly and with due diligence and in good faith to pursue curing said default and cures such default within twelve (12) months after Tenant's receipt of such written notice thereof from Landlord to Tenant.

ix. The determination as to whether Tenant has proceeded promptly, and with due diligence, and in good faith to pursue the cure of a default, and whether or not a default can be cured within thirty (30) days, shall be made by Landlord in the Landlord's reasonable discretion. If Tenant seeks additional time and asserts that a cure cannot be completed within thirty (30) days, within five (5) business days of receipt of notice of default, Tenant shall without fail provide Landlord with written notice specifically setting forth the basis for same, and shall provide weekly written status updates to Landlord, including but not limited all acts taken by Tenant supporting any and all good faith efforts taken in support of the implementation of its cure. If Tenant fails to timely comply with the requirements set forth in this Section, any extension shall be deemed waived by Tenant, and Landlord may immediately provide written notice of termination, subject to any rights of Leasehold Mortgagees provided pursuant to this Lease.

x. Should Landlord fail to notify the Leasehold Mortgagee and Mezzanine Financing Source in accordance with the terms of this Lease, it shall not prevent Landlord from taking any action against Tenant, but the rights of any Leasehold Mortgagee under this Lease shall remain unaffected until it receives notice as required under this Lease, the cure periods applicable to Leasehold Mortgagees have expired and the applicable default has not been cured. Upon a foreclosure or deed/assignment in lieu of foreclosure by any Leasehold Mortgagee, such mortgagee or Tenant (as owned by the Mezzanine Financing Source) shall not be required to cure any event of default that is personal to Tenant and that such mortgagee or Tenant (as owned by the Mezzanine Financing Source) is not able to cure.

xi. If an event of default by the Tenant shall occur, the Landlord, at any time after the applicable cure period has expired, shall be permitted to give written notice to the Tenant and any Leasehold Mortgagee and Mezzanine Financing Source who has appropriately notified the Landlord that this Lease has been terminated.

xii. 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 Demised Property 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 Demised Property 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.

23.2 **Lender's Right to Cure Tenant Default.** Notwithstanding any provisions of this Lease to the contrary, for so long as a Leasehold Mortgage encumbers the Demised Property, notwithstanding the time allowed for Tenant to cure an event of default under this Lease**1**, the Leasehold Mortgagee shall have the right, but not the obligation, for an additional period of thirty (30) days following expiration of Tenant's cure periods, to cure any monetary or non-monetary event of default of Tenant, but if such non-monetary event of default cannot be cured within such 30-day period, then the Leasehold Mortgagee shall have up to ninety (90) days to cure following the expiration of Tenant's cure period, provided that it has commenced such cure within the initial thirty (30) day period and thereafter pursues such cure with reasonable diligence, provided however that in no event shall such total cure period exceed a beyond a period of one (1) year. In the event that the cure is not complete within one (1) year, even after and notwithstanding the prompt diligent pursuit of actions to cure the defaults, then Landlord, in Landlord's sole discretion may terminate the Lease by providing written notice.

ARTICLE 24

DEFAULT AND REMEDIES

24.1 Consistent with and in addition to the article described as Termination, above, if an event of default of Tenant exists, then Landlord may proceed, in addition to any right of termination, 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 including suing Tenant to recover all of Landlord's actual damages, costs, and expenses as limited only by the terms and conditions of this Lease, or

restraining, by injunction, the commission of or attempt of threatened commission of an event of default or breach and/or to obtain a decree specifically compelling performance of any term or provision of the Lease.

24.2 Upon any default, and after the expiration of all applicable cure periods, and the termination of this Lease as expressly permitted under this Lease, the Landlord may, in accordance with any lawful process, enter the Demised Property and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Demised Property 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.

24.3 Upon any uncured event of default by Tenant, 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.

24.4 Notwithstanding the other provisions of this Lease, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in this Article 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.

24.5 If this Lease is terminated or cancelled by Landlord, the Tenant nevertheless shall remain liable for any and all Rent through the date of termination or cancellation and for any and all damages (excluding any damages related to (i) Rent that is not yet due and payable and (ii) Rent which, but for any termination of this Lease, would have become due during the remainder of the Term) 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 Demised Property or a portion thereof to others. Additionally, the Tenant shall be liable to Landlord for an amount equal to the Rent Discount, as defined below, less the Improved Value, as defined below. The **"Rent Discount"** is the difference between fair rental value of the Demised Property through the date of termination and the sum of (i) the actual Annual Rent through the date of termination and (ii) Tenant's expenses on Public Infrastructure through the date of termination. The "Improved Value" is an amount equal to the increase in the fair market value of the Demised Property resulting from the development of the Demised Property by Tenant pursuant to this Lease, including Public Infrastructure and the

Improvements, as determined by an appraisal of the Demised Property and all Improvements thereon within six (6) months after this Lease is terminated by Landlord. The Landlord shall exercise good faith efforts to mitigate its damages by reason of an early termination of this Lease by re-letting the Demised Property or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its sole and absolute discretion, may determine and may collect and receive the rents therefore. Landlord shall in no way be responsible or liable for any failure to re-let the Demised Property or any part thereof, or for any failure to collect any rent due for any such re-letting.

24.6 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.

24.7 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 Laws, and the provisions of this Article survive any termination of this Lease. The foregoing provisions in this Article 27 shall be subject to the rights of Leasehold Mortgagees and Mezzanine Financing Sources as provided by this Lease.

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

24.9 **Events of Default of Landlord**. The provisions of Section 24.10 shall apply if any of the following events of default of Landlord shall happen: if default shall be made by Landlord in failing to keep, observe or perform any of the duties imposed upon Landlord pursuant to the terms of this Lease and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord setting forth with reasonable specificity the nature of the alleged breach. In the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, Landlord fails within said thirty (30) day period to proceed promptly after such notice and with due diligence and in good faith to cure said event of default; provided that the maximum period Landlord may have to cure a default under this sentence shall not exceed one (1) year.

24.10 **Failure to Cure Default by Landlord**. If an event of default of Landlord shall occur, Tenant, at any time after the period set forth in this Lease shall have the following rights and remedies which are cumulative:

(A) To sue Landlord for all damages (as limited by the terms and conditions of this Lease), costs and expenses arising from Landlord's committing an event of default hereunder and to recover all such damages, costs and expenses.

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

(C) To terminate any and all obligations that Tenant may have under this Lease, in which event Tenant shall be released and relieved from any and all liability under this Lease, except for those obligations accrued and owed prior to such termination, and shall surrender possession of the Demised Property to Landlord.

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

24.12 The provisions of this Article shall survive any termination of this Lease.

24.13 Additional Remedies. In addition to the remedies set forth above, provided that (X) Tenant has completed any of the phases of the Project, but (Y) the Hiring Condition as specified in Article 13 has not been fully met, such failure shall constitute an Event of Default, but the sole remedy for same shall be a liquidated Jobs Damage Assessment (**"JDA"**) for each Hiring Condition, which shall be calculated and paid, as described below:

24.14 The Landlord and Tenant shall reasonably cooperate with each other in order to determine the extent to which the Hiring Condition as specified in Section 8.5) has and has not been fully met.

24.15 Each Certified Job required by the specified Hiring Condition but not achieved or maintained in any year of the Job Maintenance Period (each an "**Unfilled Job**") shall have a value for the JDA equal to the highest annual salary then being paid to employees working at the Project on the year of the job deficiencies (the **"JDAV"**). The Landlord and Tenant understand and agree that the assumption is that each and every person that would, should have, been employed but was not during any year of the Job Maintenance Period, including any partial year, would have been paid at the highest annual salary then available and being paid to other employees at the Project. If the Hiring Condition has not been achieved or maintained in any required year as provided for in this Lease each Unfilled

Job shall be multiplied by the JDAV; the product (the **"Total JDAV"**) the total of which shall be paid within sixty (60) days of the Tenant being notified in writing by the Landlord of the JDAV due. [As an example, if at the end of the sixth year following the Completion of Construction there are only 200 Certified Jobs, then Tenant owes Landlord a sum of money equal to the number of jobs that were not filled for that year multiplied by the JDAV then in effect at the end of the sixth year following Completion of Construction, which amount shall be paid within sixty (60) calendar days to the Landlord, after being notified by the Landlord. The amount owed to the Landlord shall be based on the aforementioned formula, including for any partial year. The parties understand and agree that the damages to the Landlord by virtue of Tenant's failure to achieve the Certified Jobs required by this Lease are difficult to quantify, that the amount of the JDAV is a reasonable estimate of those damages to the Landlord and are imposed as damages and not a penalty.

23.3 Should any portion of the Total JDAV be outstanding to the Landlord if and when there is an event of any Tenant default resulting in the termination of this Lease, then the entire balance of the outstanding JDAV shall become immediately due and payable.

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

ARTICLE 24

NOTICES

24.1 **Addresses.** All notices, demands or requests by Landlord to Tenant shall be deemed to have been properly served or given, if addressed to Landmark QOZB, LLC, to the attention of: Juan Carlos Mas, 2990 Ponce De Leon Blvd. Suite 500, Coral Gables, Florida 33134, or to such other address and to the attention of such other party as Tenant may, from time to time, designate by written notice to Landlord. In order for notices, demands or requests from Landlord to Tenant to be effective, Landlord shall, simultaneous with each notice, demand or request submitted to Tenant, send a copy of each such notice, demand or request to the following party: Bilzin Sumberg LLP, 1450 Brickell Avenue, 23rd Floor, Miami, Florida 33131, Attention: Albert E. Dotson, Jr. Esq. If Tenant, at any time during the Term hereof, changes its office address as herein stated, Tenant will promptly give notice of the same in writing to Landlord.

(A) The Leasehold Mortgagee shall be deemed to have been properly served or given notice if addressed to such Leasehold Mortgagee at the address furnished pursuant to the provisions of this Lease.

(B) All notices, demands or requests by Tenant to Landlord shall be deemed to have been properly served or given if addressed to Internal Services Department, Director, or his/her designee, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, with a copy to the County Attorney's Office, Attention: County Attorney, 111 N.W. 1st Street, 28th Floor, Miami, Florida 33128, and/or to such other addresses and to the attention of such other parties as Landlord may, from time to time, designate by written notice to Tenant. If Landlord at any time during the Term hereof changes its office address as herein stated, Landlord will promptly give notice of the same in writing to Tenant.

24.2 **Method of Transmitting Notice.** All such notices, demands or requests (a **"Notice"**) shall be sent by: (a) United States registered or certified mail, return receipt requested, (b) hand delivery, (c) nationally recognized overnight courier, or (d) facsimile, provided the transmitting facsimile electronically confirms receipt of the transmission by the receiving facsimile and the original of the Notice is sent by one of the foregoing means of transmitting Notice within 24 hours of the transmission by facsimile. As a courtesy, all communications shall also be sent by electronic mail if the party shall have provided a current electronic mail address but said electronic mail transmittal shall not constitute Notice hereunder. All postage or other charges incurred for transmitting of Notices shall be paid by the party sending same. Such Notices shall be deemed served or given on (i) the date received, (ii) the date delivery of such Notice was refused or unclaimed, or (iii) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

ARTICLE 25

QUIET ENJOYMENT

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

ARTICLE 26

CERTIFICATES BY LANDLORD AND TENANT

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

whether or not Landlord is in default in keeping, observing or performing any of the terms of this Lease; and, if in default, specifying each such default (limited to those defaults of which Tenant has knowledge).

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

ARTICLE 27

CONSTRUCTION OF TERMS AND MISCELLANEOUS

27.1 **Severability.** If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

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

27.3 **Relationship of Parties/No Third-Party Beneficiaries.** This Lease does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant or lessor and lessee. No other person or entity shall be deemed to be an express or implied third-party beneficiary of this Lease, or any other document associated with this Lease, or shall be entitled to any right or benefit arising thereunder or have a right to enforce any provision thereunder, including but not limited to the Non-profit Organizations. In the event of any breach by the Tenant of any obligations hereunder, Landlord shall be under no obligation to enforce the terms herein for the benefit of any other person or entity.

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

27.5 **Construction.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this

Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by both Landlord and Tenant.

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

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

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

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

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

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

(E) Execute on behalf of the Landlord the documents set forth **in** this Lease.

27.8 **Entire Agreement.** This Lease contains the entire agreement between the parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. Unless otherwise specifically provided herein, no other person or entity other than Landlord or Tenant shall have a right to object to such amendment. Further, Landlord and Tenant shall only be obligated to perform the obligations and duties expressly set forth in the Lease, and no other duties or obligations shall be implied or imposed.

27.9 **Successors and Assigns.** The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its permitted successors and assigns (including but

not limited to Leasehold Mortgagees, as appropriate and applicable), except as may be otherwise provided herein.

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

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

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

27.13 **Brokers.** The Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

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

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

(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 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, and under no circumstance shall the Tenant's prices and any changes thereto approved by Landlord, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Tenant, its successors and assigns, and any subtenants. 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, and as and when provided under, this Lease. The terms of this paragraph 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, as amended by Ordinance No. 99-63, the Landlord 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, except as otherwise provided below. The cost of the audit for this Lease shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost shall be assumed by the Landlord, and the Tenant shall have no liability therefore.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Board; G) professional service agreements under $1,000; (k) management agreements; (1) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

(C) Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Miami-Dade County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed 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, all at no cost or expense to the Tenant. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to a contract. The Inspector General is empowered to retain, at no expense or cost to the Tenant, the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Tenant, its officers, agents and employees,

lobbyists, the Landlord's staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

(E) **Availability of Records/Landlord Audit & Review.** Until the expiration of ten (10) years after the termination of this Lease, the Tenant shall have the obligation to retain and to make available to the Landlord, and its representatives, all books, documents and records of Tenant pertaining to this Lease and to the Tenant's compliance with the terms and conditions of this Lease and all Applicable Laws, including but not limited to those documents and records contemplated by the Inspector General and IPSIG provisions described above. Upon Landlord's (or its representative's) request, the Tenant will promptly and without charge make available all such books, documents and records of the Tenant.

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

27.16 **Governing Law/Venue.** This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, dispute, proceeding, or cause of action, arising out of or in any way relating to this Lease, or the parties' relationship shall be decided by the laws of the State of Florida. The parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Miami-Dade County, Florida.

27.17 **Costs and Attorney's Fees.** Unless otherwise described in this Lease, each of the parties hereto shall bear its own costs and attorneys' fees in connection with the execution of this Lease. The terms of this provision shall survive the termination of this Lease.

27.18 **RADON**. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER A TIME PERIOD. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN

FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM MIAMI-DADE COUNTY PUBLIC HEALTH UNIT.

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

27.19 Counterparts. This Lease may be executed in one or more counterparts, which, taken together, shall constitute a single document.

ARTICLE 28

REPRESENTATIONS AND WARRANTIES

28.1 **Landlord's Representations**.

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

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

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

ARTICLE 29

EQUAL OPPORTUNITY

29.1 **Equal Opportunity.** The Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, age, ancestry, marital status, physical or mental disability place of birth, or national origin. The Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, age, ancestry, marital status, physical disability, place of birth or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Tenant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Landlord settling forth the provisions of this Equal Opportunity clause.

The Tenant will comply with all of the following statutes, rules, regulations and orders to the extent that these are made applicable to the Demised Property:

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

(B) Executive Order 11246 of September 26, 1964 as amended by Executive Order 11375;

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

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

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

(F) Florida Statutes Section 112.042;

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

29.2 **Small Business Enterprise and Workforce Initiatives.** The Tenant shall comply, and shall cause its contractor, architect/design professionals, and all subcontractors, subconsultants, subtenants and licensees to comply, with the Landlord's applicable Small Business Enterprise (**"SBE"**) Program, as set forth in Sections 10-33.02, 2-10.4.01, and 2-8.1.1.1.1 of the Code of Miami-Dade County, Florida (the "Code"), and the Landlord's applicable Responsible Wages, Residents First Training and Employment, and First Source Hiring programs, as set forth in Sections 2-11.16, 2-11.17 of the Code, and Administrative Order No. 3-63. Prior to advertisement and entering into any design

or construction contract for the Demised Property, the Project, but excluding the facilities for the Non-profit Organizations, as applicable, and in the case of a design or construction management contract, prior to the authorization of any design or construction package, the Tenant shall deliver the proposed contract and design and construction package to the Landlord's Office of Small Business Development (**"SBD"**) for a determination and recommendation (in consultation with Tenant) to the County Mayor of the SBE measures applicable to such design and construction. The County Mayor shall establish the applicable goals upon receipt of the recommendation of SBD (the **"Applicable Measures"**). The Tenant shall include the Applicable Measures in design and construction documents, as applicable, and shall adhere to those Applicable Measures in all design and construction activities. The Tenant shall incorporate in all design and development contracts the prompt payment provisions contained in the County Code with respect to SBE entities. The Tenant agrees to include in construction contracts a prohibition against imposing any requirements against SBE entities that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact SBE entities. The Tenant shall require that its contractor(s) shall, at a minimum, use SBD's hiring clearinghouse, Employ Miami-Dade Register, and Employ Miami-Dade Project - all available through CareerSource to recruit workers to fill needed positions for skilled laborers on the Project, including, but not limited to the facilities for the Non-profit Organizations, as applicable. The Tenant shall comply with the SBE requirements during all phases of construction of the Project, including, but not limited to, the Non-profit facility(ies) including in accordance with the SBE requirements package attached hereto as **Exhibit "E"**. The Tenant shall require its contractor(s) to include applicable Responsible Wage and Workforce Programs requirements in all subcontractor agreements. Should the Tenant fail to comply with any of the applicable SBE requirements, the Tenant shall be obligated to make up such deficit in future phases of construction of the Project, and/or pay the applicable monetary penalty pursuant to the Code. For non-construction work, the Tenant shall pay all of its employees performing work on the Landmark property during development of the Project and during the Term of this Lease no less than the Living Wage, as set forth in Section 2-8.9 of the Code, as if all such work was subject to the provisions of Section 2-8.9 of the Code. Should the Tenant fail to comply with any of the provisions set forth in Section 2-11.16 of the Code, the Tenant shall be obligated to, and hereby agrees, to have the Landlord impose the compliance, enforcement, and sanctions provisions set forth therein. The Tenant agrees to pay SBD its reasonable costs of monitoring the Tenant's compliance with the Landlords SBE programs.

29.3 **Community Training and Employment.** The Tenant acknowledges and agrees that the Project is meant to be an economic catalyst for the Area, as defined below, and for the residents residing within the Area. **"Area"** is defined to mean the land, improvements, residents, and business located or residing within the geographic boundaries of the following zip codes: 33014, 33015, 33054, 33055, 33056, 33169, and 33179. As such, Tenant agrees to:

(A) Develop a permanent, skilled jobs' training program and curriculum which would train those who apply in the labor and work that will be necessary to be undertaken for the Project at the Demised Property once the Project is completed (**"Training Program"**). The Training Program shall take place at a physical location within the Area. The Tenant shall submit the training curriculum and plan on such Training Program to CareerSource South Florida at least ninety (90) days prior to the issuance of a Certificate of Occupancy for the Project, for CareerSource South Florida's evaluation, comments and approval of such Training Program, which approval shall not be unreasonably

conditioned, withheld or delayed. The Tenant shall commence such Training Program at least thirty (30) days prior to the issuance of a Certificate of Occupancy, and the Tenant shall aspire to provide preference for entrance into such Training Program to persons residing within the Area that desire to participate in same. The Tenant shall use reasonable, good faith efforts to: (i) hire persons for the new, permanent jobs in connection with various aspects of the Project from participants in its Training Programs, of the Education Program (as such term is defined in **Exhibit "G"**), and of Florida Memorial University; and (ii) recruit residents of the Area to work in the Project once completed. Include language in its construction contract(s), that the construction manager and/or the contractor, as applicable, will aspire to have as many local workers for the Project residing in the Area, and local firms working on the Project whose principal place of business is in the Area, and as reasonably practical, aspire to have at least sixty-five (65%) percent of the construction workers for the Project be residents of the Area.

(B) Include language in its construction contract(s) that the construction manager and/or the contractor, as applicable, will aspire to give priority to SBE entities whose principal place of business is in the Area of the Project, with a goal of hiring at least three (3) local sub-contractors that will agree to hire and train residents residing in the Area.

(C) Aspire to have a firm(s) hired for A/E services on the Demised Property be firms whose principal place of business is within the Area.

(D) Aspire to have a firm(s) hired for construction services on the Demised Property be firms whose principal place of business is within the Area.

ARTICLE 30

ART IN PUBLIC PLACES

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

ARTICLE 31

SOVEREIGN RIGHTS

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

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

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

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

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

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

Witnesses:

LANDLORD:
Miami-Dade, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

Attest: _____
County Clerk

Approved as to form and legal sufficiency:

By: _____

Witnesses:

TENANT:
Landmark QOZB Construction, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

Witnesses:

ORIGINAL TENANT:
13 Pista, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ATTACHMENT "1"

SKETCH FROM ORIGINAL LEASE AGREEMENT

ATTACHMENT "1": SKETCH FROM ORIGINAL LEASE AGREEMENT

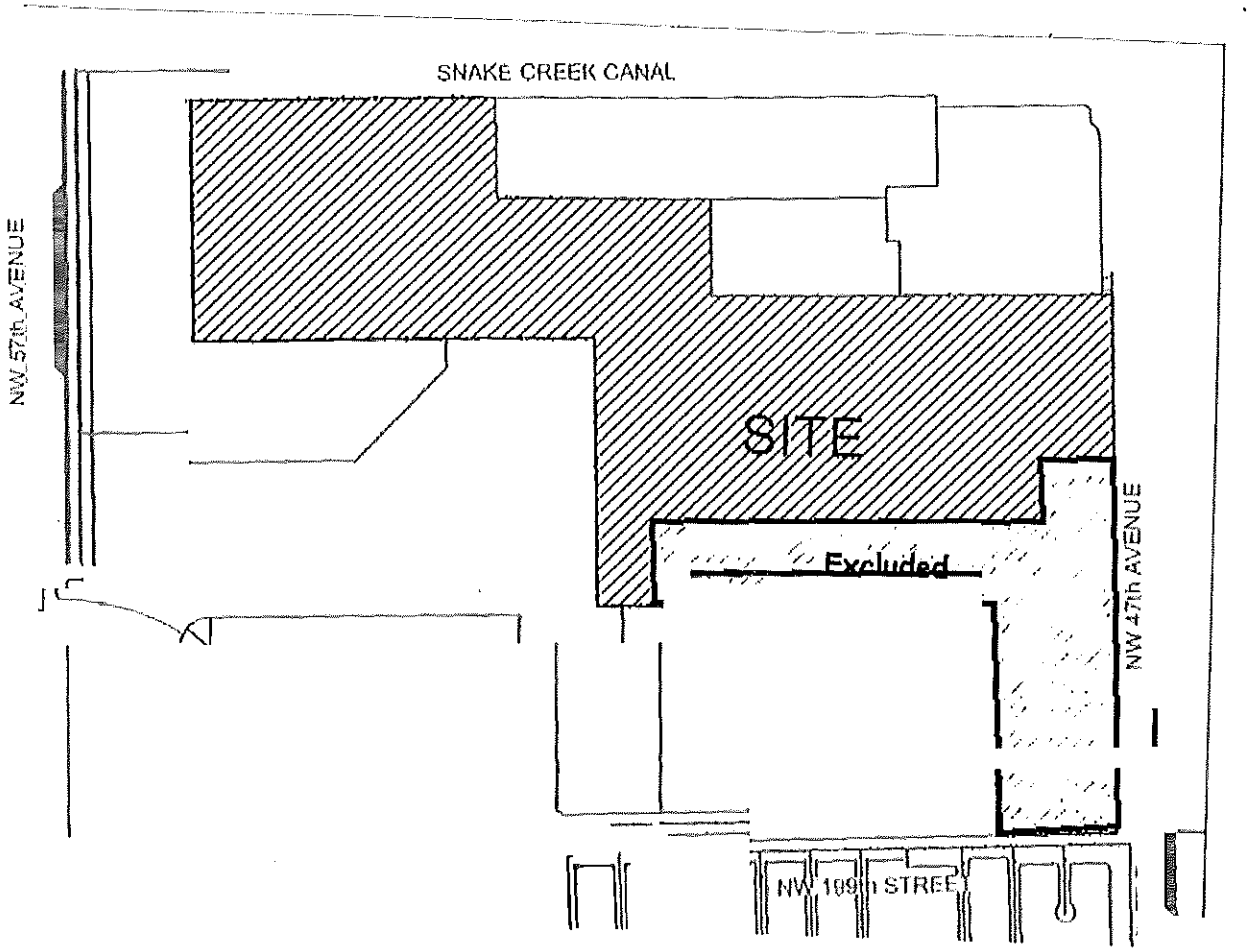


Exhibit "A-2": Location Sketch of Demised Property: 1 of 1

EXHIBIT "A-1"

LOCATION SKETCH OF DEMISED PROPERTY

SURVEYOR'S NOTES:

–THIS IS NOT A BOUNDARY SURVEY.

–THIS SITE LIES IN SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, CITY OF MIAMI GARDENS, MIAMI–DADE COUNTY, FLORIDA.

–BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT)

–THIS SKETCH AND LEGAL DESCRIPTION CONSIST OF 2 SHEETS; NEITHER IS FULL AND COMPLETE WITHOUT THE OTHER.

–SOURCES OF DATA:

- "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION", (P.B. 2, PG. 39).
- "ROYAL COUNTRY SECOND ADDITION", (P.B. 129, PG. 37)
- "ROYAL COUNTRY FIRST ADDITION", (P.B. 128, PG. 3)
- "SECOND ADDITION TO CAROL CITY GARDENS", (P.B. 68, PG. 95)
- F.D.O.T. RIGHT–OF–WAY MAP STATE ROAD No. 847 (NW 47TH AVENUE), SECTION 87012
- FDOT RIGHT–OF–WAY MONUMENTATION MAP STATE ROAD No. 823 (NW 57TH AVENUE), SECTION 87002
- FWMD RIGHT–OF–WAY MAP SNAKE CREEK CANAL (C–9), DATED MAY, 1994
- ORB 15961, PG. 5474,

ALL OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY TO THE HEREIN NAMED AND/OR PERSONS THAT THE "SKETCH AND LEGAL DESCRIPTION" OF THE HEREIN DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED AND PLATTED UNDER MY DIRECTION ON FEBRUARY 01, 2024.

I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE REQUIREMENTS AS SET FORTH IN RULE 5J–17.051 AND 5J–17.052 AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

Pavel A. Perez Martinez
Professional Surveyor and Mapper LS#7477
State of Florida

Survey Map and Report or the copies thereof are not valid without the Signature and Original or Digital Seal of a Florida Licensed Surveyor & Mapper.

MIAMI–DADE
DTPW
Miami Dade County
Transportation and
Public Works Department
Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305–375–2657)

SKETCH AND LEGAL DESCRIPTION

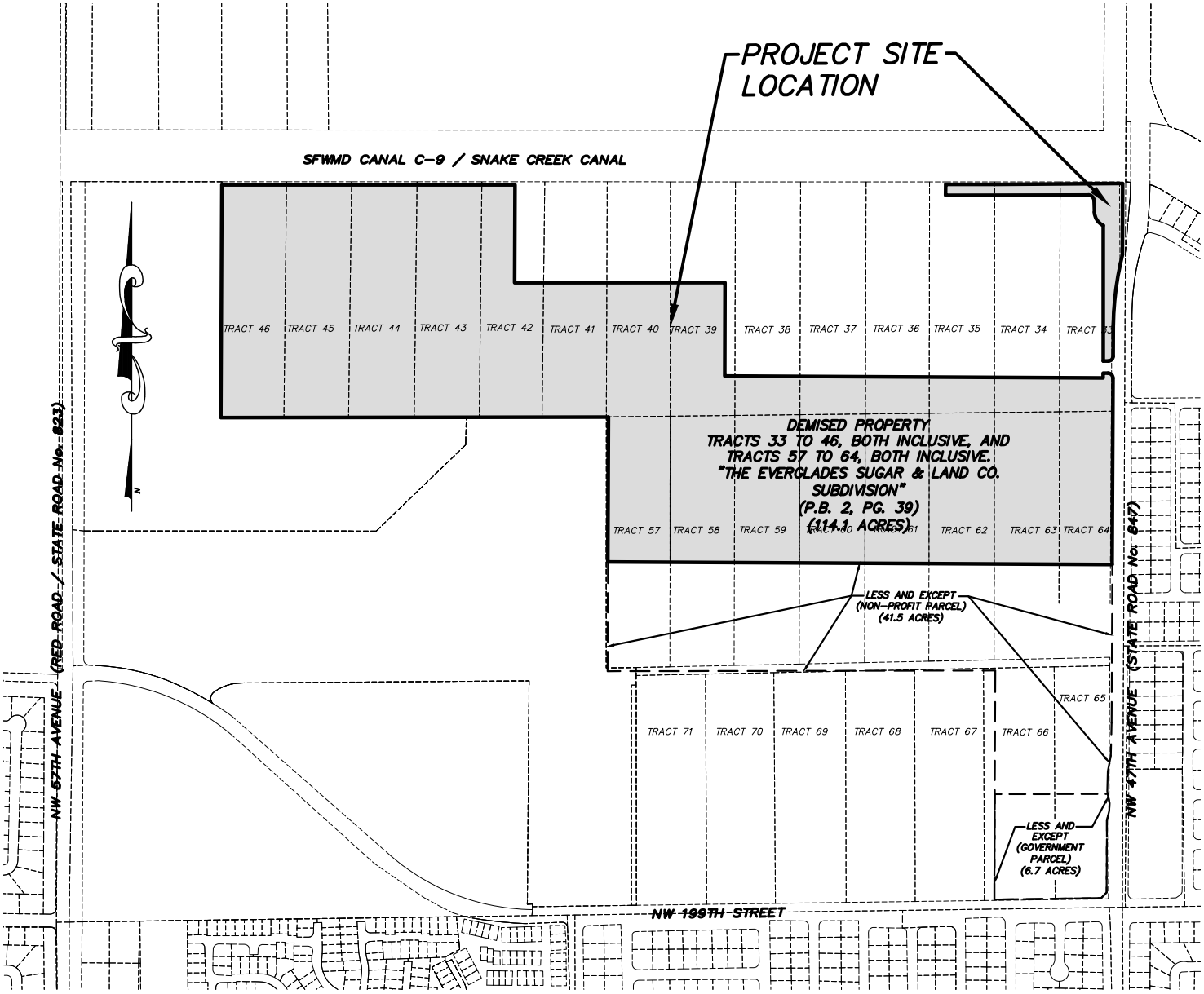
Project Title: DEMISED PROPERTY
20000 NW 47TH AVENUE,
MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions

N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	1 of 13
Field Book	
Pages	



LOCATION SKETCH
(NOT TO SCALE)

Miami Dade County Transportation and Public Works Department Survey Section 111 N.W. First Street, Suite N° 1610 Miami, Florida 33128 (305-375-2657)	SKETCH AND LEGAL DESCRIPTION Project Title: DEMISED PROPERTY 20000 NW 47TH AVENUE, MIAMI GARDENS, FL 33055	Project Manager: Drawn: Pavel Perez Martinez Checked: Scott Riggs Survey: Revisions N° / Date / Description 1 / 07/31/24 / REVISED AS PER ISD COMMENTS Project N°: 20240113 Date: 06/21/2024 Scale: NOT TO SCALE SHEET N°: 2 of 13 Field Book / Pages

LEGAL DESCRIPTION:

"DEMISED PROPERTY"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI–DADE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

TRACTS 33 TO 46, BOTH INCLUSIVE, AND TRACTS 57 TO 64, BOTH INCLUSIVE, IN SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, OF "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION", ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 2, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA.

LESS AND EXCEPT:

"DEPARTMENT OF JUVENILE JUSTICE FACILITY"

A PORTION OF TRACTS 35, 36, 37, 38, 39, 40, 41 AND 42, SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST ONE–QUARTER (S.E. 1/4) OF SAID SECTION 31 WITH THE CENTERLINE OF THE N.W. 206TH TERRACE AS SHOWN ON THE PLAT OF "SECOND ADDITION TO CAROL CITY GARDENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGE 95, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA; THENCE NORTH 01°52'47" WEST (NORTH 01°33'57" WEST BY DEED), ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 142.99 FEET; THENCE SOUTH 88°09'36" WEST (SOUTH 88°28'26" WEST BY DEED), A DISTANCE OF 1113.01 FEET; THENCE NORTH 01°50'24" WEST (NORTH 01°31'34" WEST BY DEED), A DISTANCE OF 267.67 FEET; THENCE SOUTH 88°09'36" WEST (SOUTH 88°28'26" WEST BY DEED), A DISTANCE OF 63.35 FEET; THENCE NORTH 01°17'47" WEST (NORTH 00°58'57" WEST BY DEED), A DISTANCE OF 214.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 01°17'47" WEST (NORTH 00°58'57" WEST BY DEED), A DISTANCE OF 53.73 FEET; THENCE NORTH 87°38'51" EAST (NORTH 87°57'41" EAST BY DEED), A DISTANCE OF 249.60 FEET, THENCE NORTH 01°56'54" WEST (NORTH 01°38'04" WEST BY DEED) A DISTANCE OF 445.48 FEET; THENCE SOUTH 87°50'13" WEST (SOUTH 88°08'40" WEST BY DEED), ALONG THE SOUTH RIGHT–OF–WAY LINE OF THE SNAKE CREEK CANAL (A.K.A. CANAL C–9), AS SHOWN ON SOUTH FLORIDA WATER MANAGEMENT RIGHT–OF–WAY MAPS, DRAWING C–9–20, SHEETS 23, 24, AND 25, DATED MAY, 1994, A DISTANCE OF 2200.02 FEET; THENCE SOUTH 01°56'54" EAST (SOUTH 01°38'04" EAST BY DEED), A DISTANCE OF 500.00 FEET; THENCE NORTH 87°50'13" EAST (NORTH 88°08'40" EAST BY DEED), ALONG A LINE 500 FEET SOUTH OF, AS MEASURED AT RIGHT–ANGLES TO, THE SOUTH RIGHT–OF–WAY LINE OF SAID SNAKE CREEK CANAL, A DISTANCE OF 1949.81 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

"NOOR INVESTMENT FACILITY PARCEL 1"

A PORTION OF TRACTS 33, 34, 35, AND 36, SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 31 WITH THE CENTERLINE OF N.W. 206TH TERRACE AS SHOWN ON THE PLAT OF "SECOND ADDITION TO CAROL CITY GARDENS", PLAT BOOK 68, PAGE 95, MIAMI–DADE COUNTY PUBLIC RECORDS, THENCE RUN N 01°52'47" W (N 01°33'57" W BY DEED), 142.99 FEET ALONG THE EAST LINE OF SAID SECTION 31; THENCE RUN S 88°09'36" W (S 88°28'26" W BY DEED), 115.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 88°09'36" W (S 88°28'26" W BY DEED), 997.34 FEET; THENCE RUN N 01°50'24" W (N 01°31'34" W BY DEED), 267.67 FEET; THENCE RUN S 88°09'36" W (S 88°28'26" W BY DEED), 63.35 FEET; THENCE RUN N 01°17'47" W (N 00°58'57" W BY DEED), 267.97 FEET TO A STEEL FENCE POST; THENCE RUN N 87°38'51" E (N 87°57'41" E BY DEED), 249.60 FEET TO A STEEL FENCE POST; THENCE RUN N 01°56'54" W (N 01°38'04" W BY DEED), 389.40 FEET; THENCE RUN N 87°43'21" E (N 88°02'11" E BY DEED), 728.29 FEET TO A POINT OF CURVE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET; THENCE RUN SOUTHEASTERLY 46.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°26'00" TO A POINT OF TANGENCY; THENCE RUN S 03°50'39" E (S 03°31'49" E BY DEED), 58.26 FEET TO A POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 78 FEET; THENCE RUN SOUTHEASTERLY 86.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°22'30" TO A POINT; THENCE RUN S 02°05'04" E (S 01°46'14" E BY DEED), FOR A DISTANCE OF 777.55 FEET TO THE POINT OF BEGINNING.

AND "PARCEL 2"

PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41, EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 31 WITH THE CENTERLINE OF N.W. 206TH TERRACE AS SHOWN ON THE PLAT OF "SECOND ADDITION TO CAROL CITY GARDENS", PLAT BOOK 68, AT PAGE 95, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA; THENCE RUN NORTH 01°52'47" WEST (NORTH 01°33'57" WEST BY DEED) ALONG SAID EAST SECTION LINE FOR 142.99 FEET; THENCE RUN SOUTH 88°09'36" WEST (SOUTH 88°28'26" WEST BY DEED) FOR 65.00 FEET TO A POINT ON THE WESTERLY RIGHT–OF WAY LINE OF N.W. 47TH AVENUE (A.K.A. STATE ROAD #847); THENCE RUN NORTH 01°52'47" WEST (NORTH 01°33'57" WEST BY DEED) ALONG SAID RIGHT–OF–WAY LINE FOR 0.02 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL (SAID POINT OF BEGINNING BEING THE POINT OF CURVATURE OF CURVE CONCAVE TO THE SOUTHWEST); THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°57'37" AND ARC DISTANCE OF 39.25 FEET; THENCE SOUTH 88°09'36" WEST (SOUTH 88°28'26" WEST BY DEED) FOR 25.78 FEET; THENCE NORTH 02°05'04" WEST (NORTH 01°46'14" WEST BY DEED) FOR 60.00 FEET; THENCE NORTH 88°09'36" EAST (NORTH 88°28'26" EAST BY DEED) FOR 25.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°02'23", AN ARC DISTANCE OF 39.29 FEET; THENCE SOUTH 01°52'47" EAST (SOUTH 01°33'57" EAST BY DEED) FOR 110.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

"10 ACRES ADDITION"

A PORTION OF TRACTS 36, 37, 38 AND 39, SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AS SHOWN ON THE PLAT OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION", RECORDED IN PLAT BOOK 2, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

MIAMI–DADE
DTPW
Miami Dade County
Transportation and
Public Works Department
Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305–375–2657)

SKETCH AND LEGAL DESCRIPTION

Project Title: DEMISED PROPERTY
20000 NW 47TH AVENUE,
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Project Manager:	
Drawn:	Pavel Perez Martinez
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Survey:	

Revisions

N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	3 of 13
Field Book	
Pages	

LEGAL DESCRIPTION:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 31 WITH THE CENTERLINE OF N.W. 206TH TERRACE, AS SHOWN ON THE PLAT OF "SECOND ADDITION TO CAROL CITY GARDENS", RECORDED IN PLAT BOOK 68, AT PAGE 95, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 01°52'47" WEST (ON AN ASSUMED BEARING OF NORTH 01°33'57" WEST BY DEED), ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 142.99 FEET; THENCE SOUTH 88°09'36" WEST (SOUTH 88°28'26" WEST BY DEED), A DISTANCE OF 1113.01 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN BOARD OF TRUSTEES LEASE NO. 2509-6, DATED FEBRUARY 1, 2000 AND CALL THIS THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE WEST BOUNDARY OF THE SAID LEASE NO. 2509-6 THE FOLLOWING THREE COURSES: NORTH 01°50'24" WEST (NORTH 01°31'34" WEST BY DEED), A DISTANCE OF 267.67 FEET; THENCE SOUTH 88°09'36" WEST (SOUTH 88°28'26" WEST BY DEED) ALONG THE SOUTH BOUNDARY OF SAID LEASE NO. 2509-6, A DISTANCE OF 63.35 FEET; THENCE NORTH 01°17'47" WEST (NORTH 00°58'57" WEST BY DEED) ALONG THE WEST BOUNDARY OF SAID LEASE NO. 2509-6, A DISTANCE OF 214.23 FEET TO A POINT ON THE SOUTH BOUNDARY OF BOARD OF TRUSTEES LEASE NO. 2509-8, DATED JULY 8, 2002, THENCE SOUTH 87°50'13" WEST (SOUTH 88°08'40" WEST BY DEED) ALONG THE SOUTH BOUNDARY OF SAID LEASE NO. 2509-8, A DISTANCE OF 875.00 FEET; THENCE SOUTH 01°56'54" EAST (SOUTH 01°38'04" EAST BY DEED), A DISTANCE OF 476.99 FEET (476.86 FEET BY DEED); THENCE NORTH 88°09'36" EAST (NORTH 88°28'26" EAST BY DEED), A DISTANCE OF 935.40 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

"PARCEL 117"

A PORTION OF TRACT 65, IN SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST; THENCE NORTH 01°52'47" WEST (FOR A BASIS OF BEARINGS), ALONG THE EAST LINE OF SAID SOUTHEAST ONE QUARTER (SE 1/4), A DISTANCE OF 53.79 FEET; THENCE SOUTH 88°07'13" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 01°52'47" WEST, ALONG THE WEST RIGHT OF WAY LINE OF STATE ROAD 847 (N.W. 47TH AVENUE) AS SHOWN ON THE RIGHT OF WAY MAP FOR STATE ROAD 847, SECTION 87012- 2501, DATED 05/1965, A DISTANCE OF 893.97 FEET; THENCE SOUTH 00°36'19" EAST, A DISTANCE OF 167.60 FEET; THENCE SOUTH 08°37'27" WEST, A DISTANCE OF 81.03 FEET; THENCE SOUTH 00°36'15" EAST, A DISTANCE OF 101.88 FEET; THENCE SOUTH 12°49'51" EAST, A DISTANCE OF 61.39 FEET; THENCE SOUTH 00°36'21" EAST, A DISTANCE OF 39.11 FEET; THENCE SOUTH 11°32'28" WEST, A DISTANCE OF 51.81 FEET; THENCE SOUTH 01°52'47" EAST, A DISTANCE OF 367.33 FEET; THENCE SOUTH 42°02'29" WEST, A DISTANCE OF 39.86 FEET; THENCE NORTH 87°02'57" EAST, ALONG A LINE LYING 55 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, A DISTANCE OF 49.66 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

"NON-PROFIT PARCEL"

A PORTION OF TRACTS 57, 58, 59, 60, 61, 62, 63, 64, 65 AND 66, SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST; THENCE NORTH 01°52'47" WEST (FOR A BASIS OF BEARINGS), ALONG THE EAST LINE OF SAID SOUTHEAST ONE QUARTER (SE 1/4), A DISTANCE OF 53.79 FEET; THENCE SOUTH 88°07'13" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET; THENCE SOUTH 87°02'57" WEST, ALONG A LINE LYING 55 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, A DISTANCE OF 595.35 FEET; THENCE NORTH 01°52'47" WEST, A DISTANCE OF 508.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 01°52'47" WEST, A DISTANCE OF 661.47 FEET; THENCE SOUTH 87°46'38" WEST, A DISTANCE OF 1,980.74 FEET; THENCE NORTH 01°52'51" WEST, A DISTANCE OF 559.57 FEET; THENCE NORTH 88°09'20" EAST, A DISTANCE OF 2,575.96 FEET; THENCE SOUTH 01°52'47" EAST, ALONG THE WEST RIGHT OF WAY LINE OF STATE ROAD 847 (N.W. 47TH AVENUE) AS SHOWN ON THE RIGHT OF WAY MAP FOR STATE ROAD 847, SECTION 87012- 2501, DATED 05/1965, A DISTANCE OF 811.38 FEET; THENCE SOUTH 00°36'19" EAST, A DISTANCE OF 167.60 FEET; THENCE SOUTH 08°37'27" WEST, A DISTANCE OF 81.03 FEET; THENCE SOUTH 00°36'15" EAST, A DISTANCE OF 101.88 FEET; THENCE SOUTH 12°49'51" EAST, A DISTANCE OF 43.85 FEET; THENCE SOUTH 87°43'08" WEST, A DISTANCE OF 582.82 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

"GOVERNMENT PARCEL"

A PORTION OF TRACTS 65 AND 66, SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST; THENCE NORTH 01°52'47" WEST (FOR A BASIS OF BEARINGS), ALONG THE EAST LINE OF SAID SOUTHEAST ONE QUARTER (SE 1/4), A DISTANCE OF 53.79 FEET; THENCE SOUTH 88°07'13" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.00 FEET; THENCE SOUTH 87°02'57" WEST, ALONG A LINE LYING 55 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, A DISTANCE OF 49.66 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 87°02'57" WEST, ALONG PREVIOUS DESCRIBED LINE, A DISTANCE OF 545.69 FEET; THENCE NORTH 01°52'47" WEST, A DISTANCE OF 508.88 FEET; THENCE NORTH 87°43'08" EAST, A DISTANCE OF 582.82 FEET; THENCE SOUTH 12°49'51" EAST, A DISTANCE OF 17.54 FEET; THENCE SOUTH 00°36'21" EAST, A DISTANCE OF 39.11 FEET; THENCE SOUTH 11°32'28" WEST, A DISTANCE OF 51.81 FEET; THENCE SOUTH 01°52'47" EAST, A DISTANCE OF 367.33 FEET; THENCE SOUTH 42°02'29" WEST, A DISTANCE OF 39.86 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,969,646 SQUARE FEET / 114.1 ACRES, MORE OR LESS.

MIAMI-DADE
DTPW
Miami Dade County
Transportation and
Public Works Department
Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305-375-2657)

SKETCH AND LEGAL DESCRIPTION

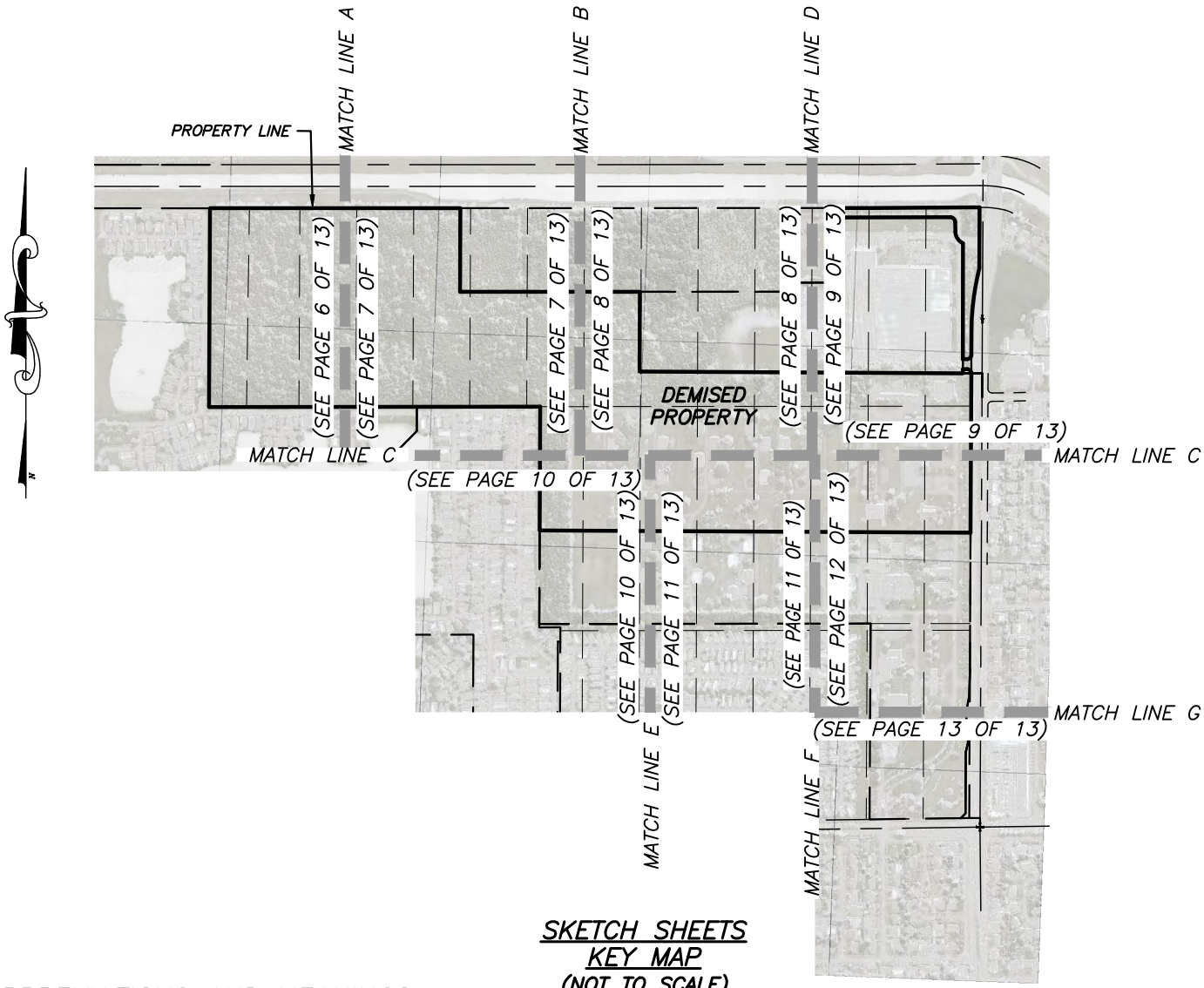
Project Title: DEMISED PROPERTY
20000 NW 47TH AVENUE,
MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions

N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	4 of 13
Field Book	
Pages	



SKETCH SHEETS KEY MAP
(NOT TO SCALE)

ABBREVIATIONS AND MEANINGS

BTL	= BOARD OF TRUSTEES LEASE
B–#	= BUILDING #
P.O.B.	= POINT OF BEGINNING
O.R.B.	= OFFICIAL RECORD BOOK
P.B.	= PLAT BOOK
PG.	= PAGE
R	= RADIUS
L	= CURVE LENGTH
D	= CURVE CENTRAL ANGLE
℄	= CENTER LINE
R–O–W	= RIGHT OF WAY

MIAMI–DADE
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Miami Dade County
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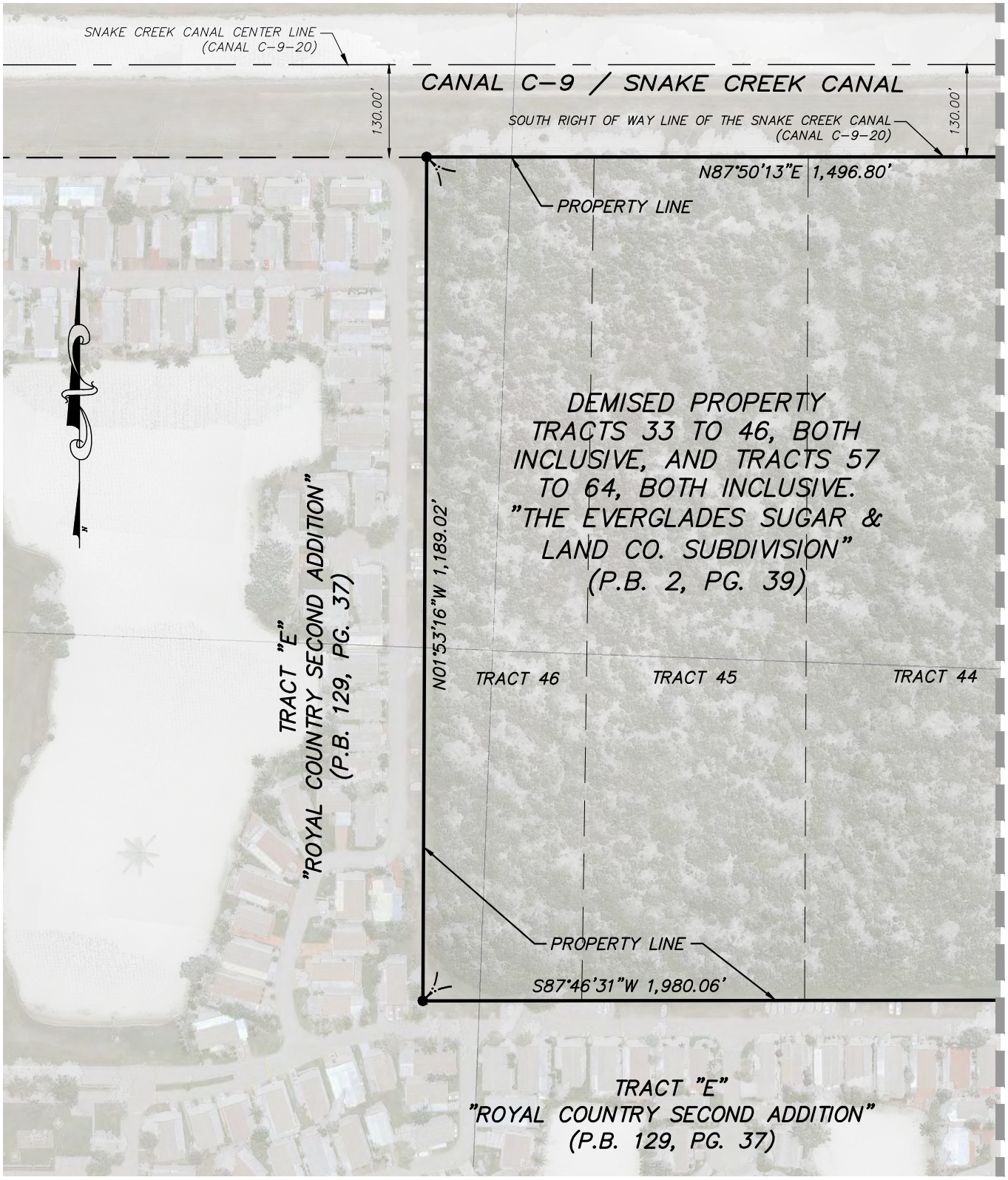
MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions		
N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	5 of 13
Field Book	
Pages	



Miami Dade County
Transportation and
Public Works Department
Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305-375-2657)

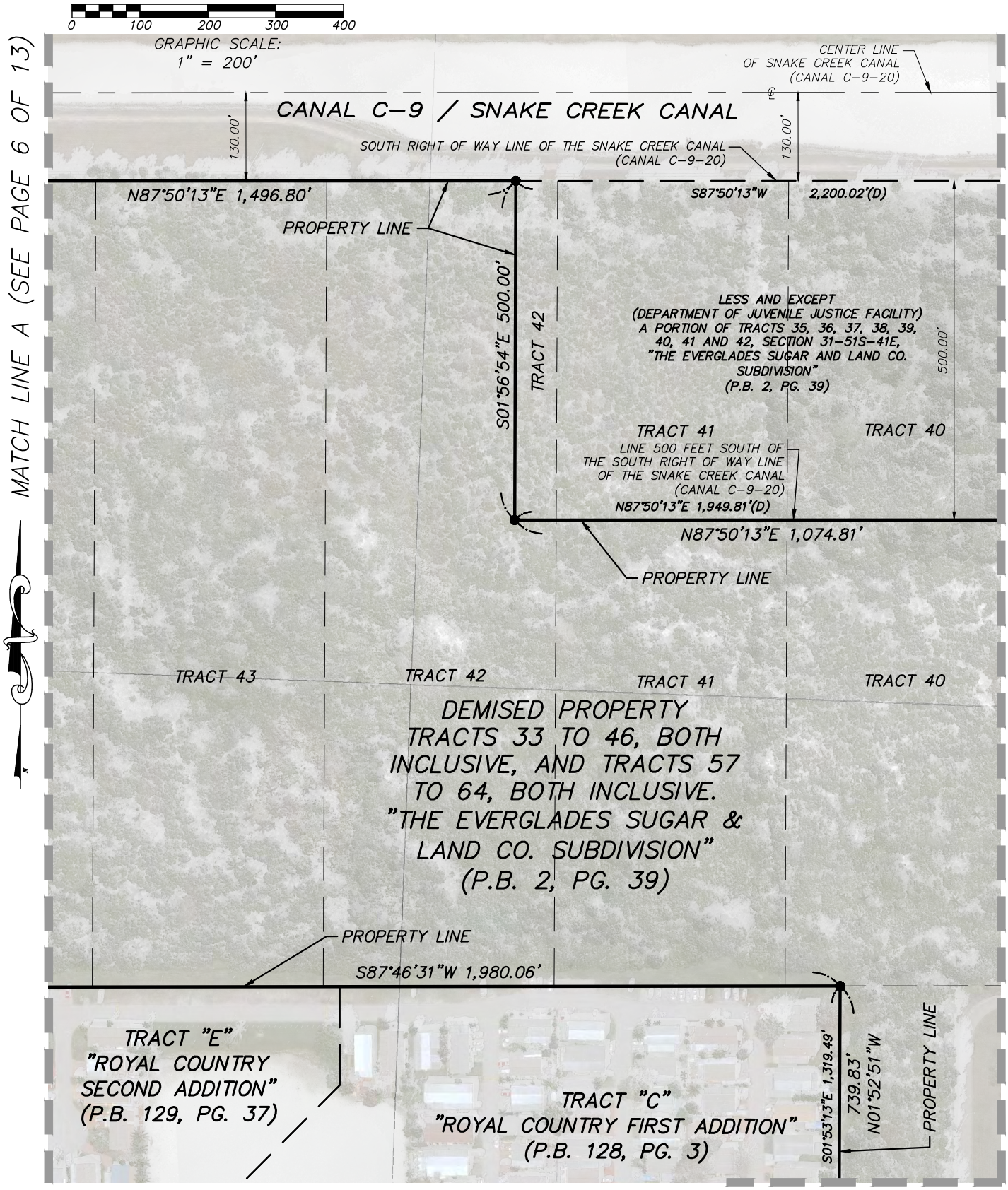
SKETCH AND LEGAL DESCRIPTION

Project Title: DEMISED PROPERTY
20000 NW 47TH AVENUE,
MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions		
N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	6 of 13
Field Book	
Pages	



MIAMI-DADE
DTPW

Miami Dade County
Transportation and
Public Works Department
Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305-375-2657)

SKETCH AND LEGAL DESCRIPTION

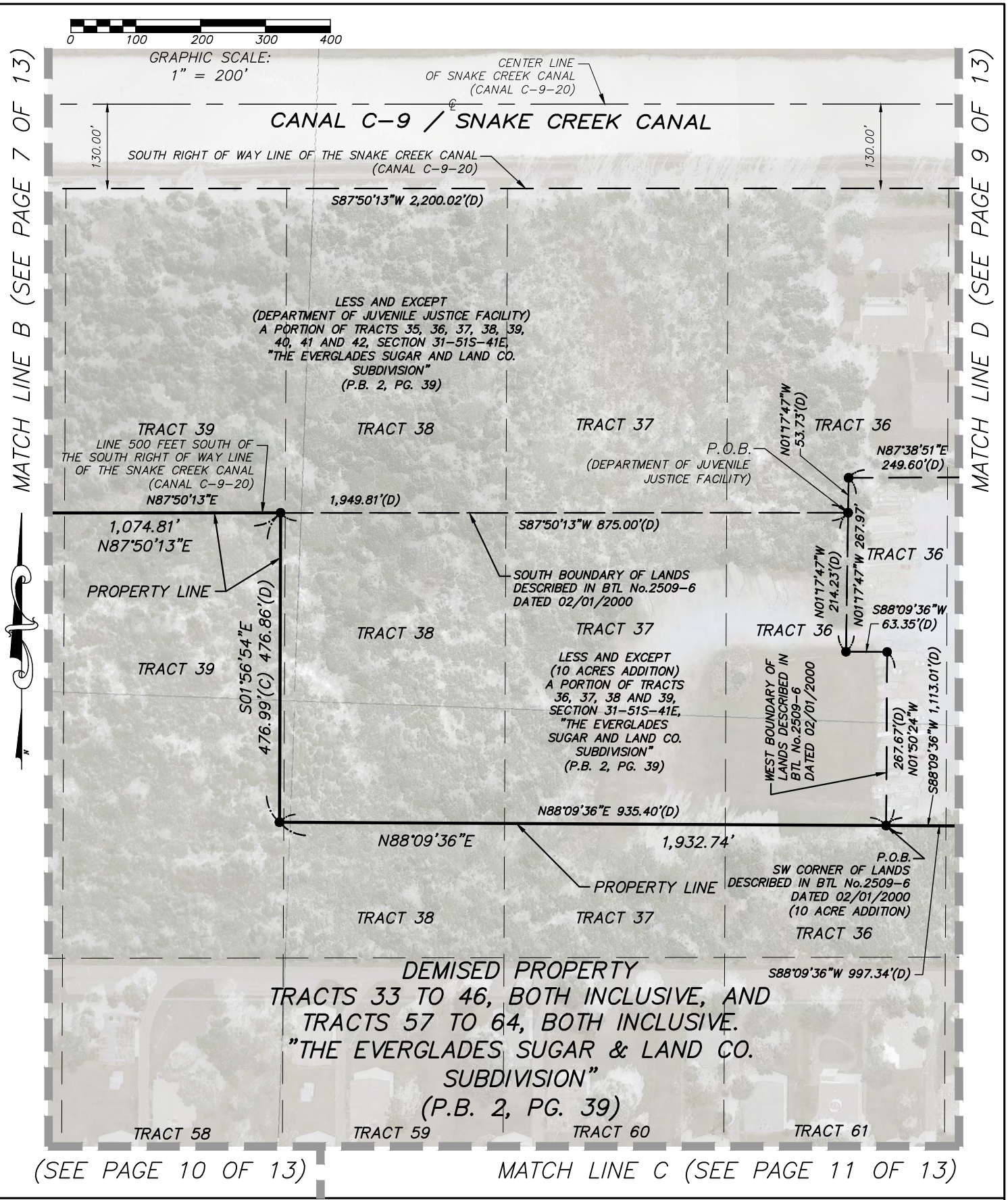
Project Title: DEMISED PROPERTY
20000 NW 47TH AVENUE,
MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions

N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	7 of 13
Field Book	
Pages	



Miami Dade County
Transportation and
Public Works Department
Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305-375-2657)

SKETCH AND LEGAL DESCRIPTION

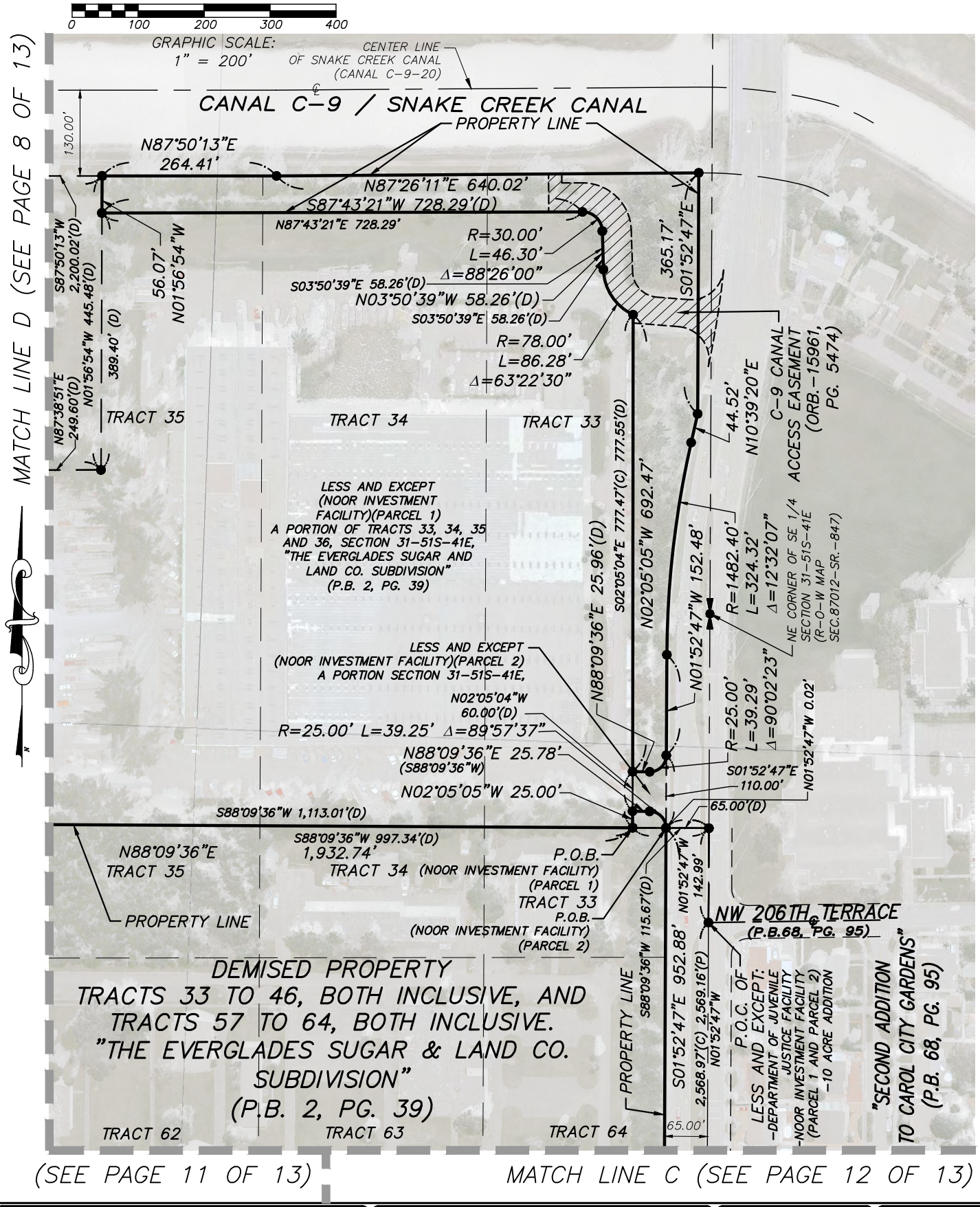
Project Title: DEMISED PROPERTY
20000 NW 47TH AVENUE,
MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions

N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	8 of 13
Field Book	
Pages	



Miami Dade County
Transportation and
Public Works Department
Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305-375-2657)

SKETCH AND LEGAL DESCRIPTION

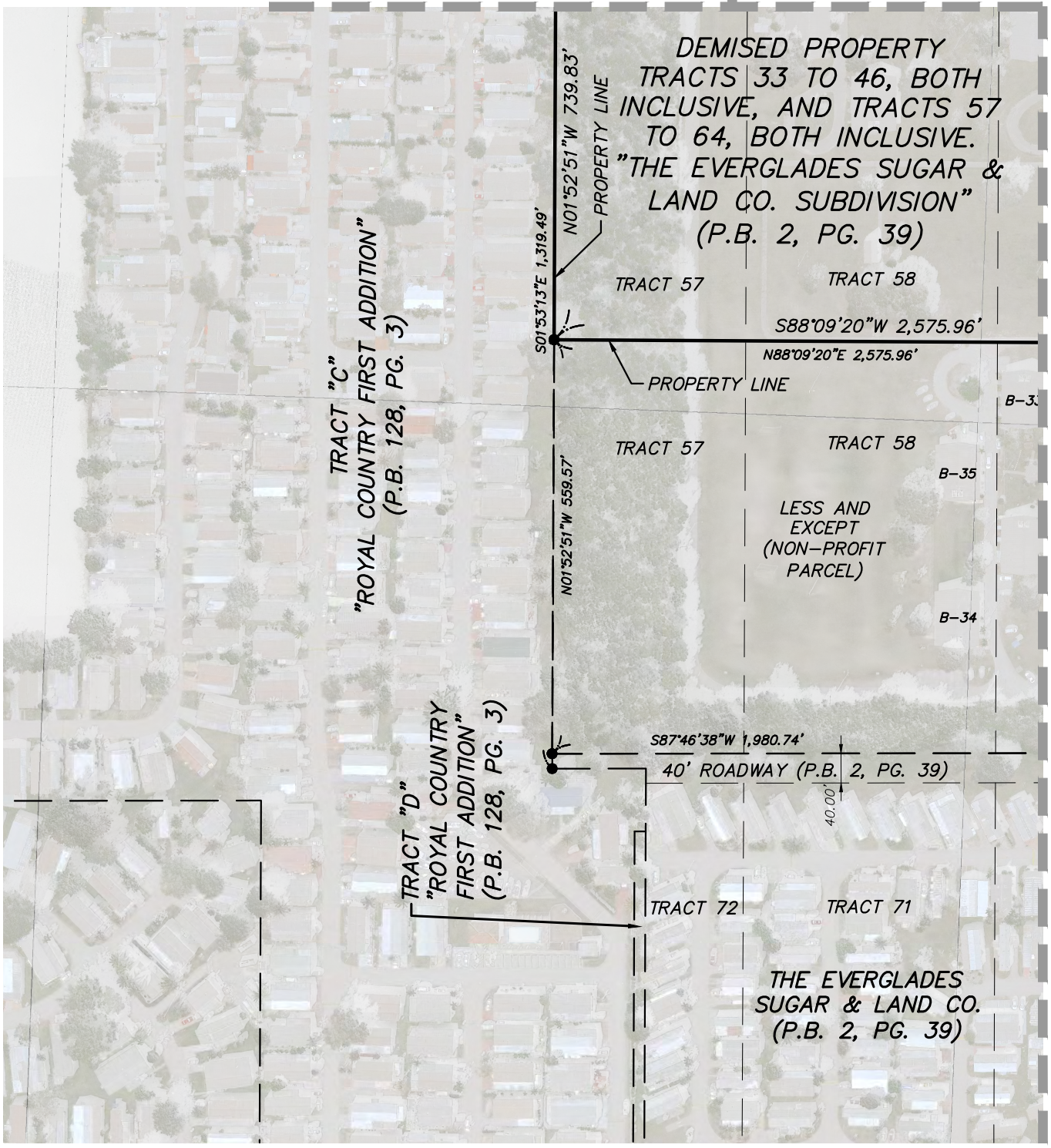
Project Title: DEMISED PROPERTY
20000 NW 47TH AVENUE,
MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions

N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	9 of 13
Field Book	
Pages	



Miami Dade County
Transportation and
Public Works Department
Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305-375-2657)

SKETCH AND LEGAL DESCRIPTION

Project Title: DEMISED PROPERTY
20000 NW 47TH AVENUE,
MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

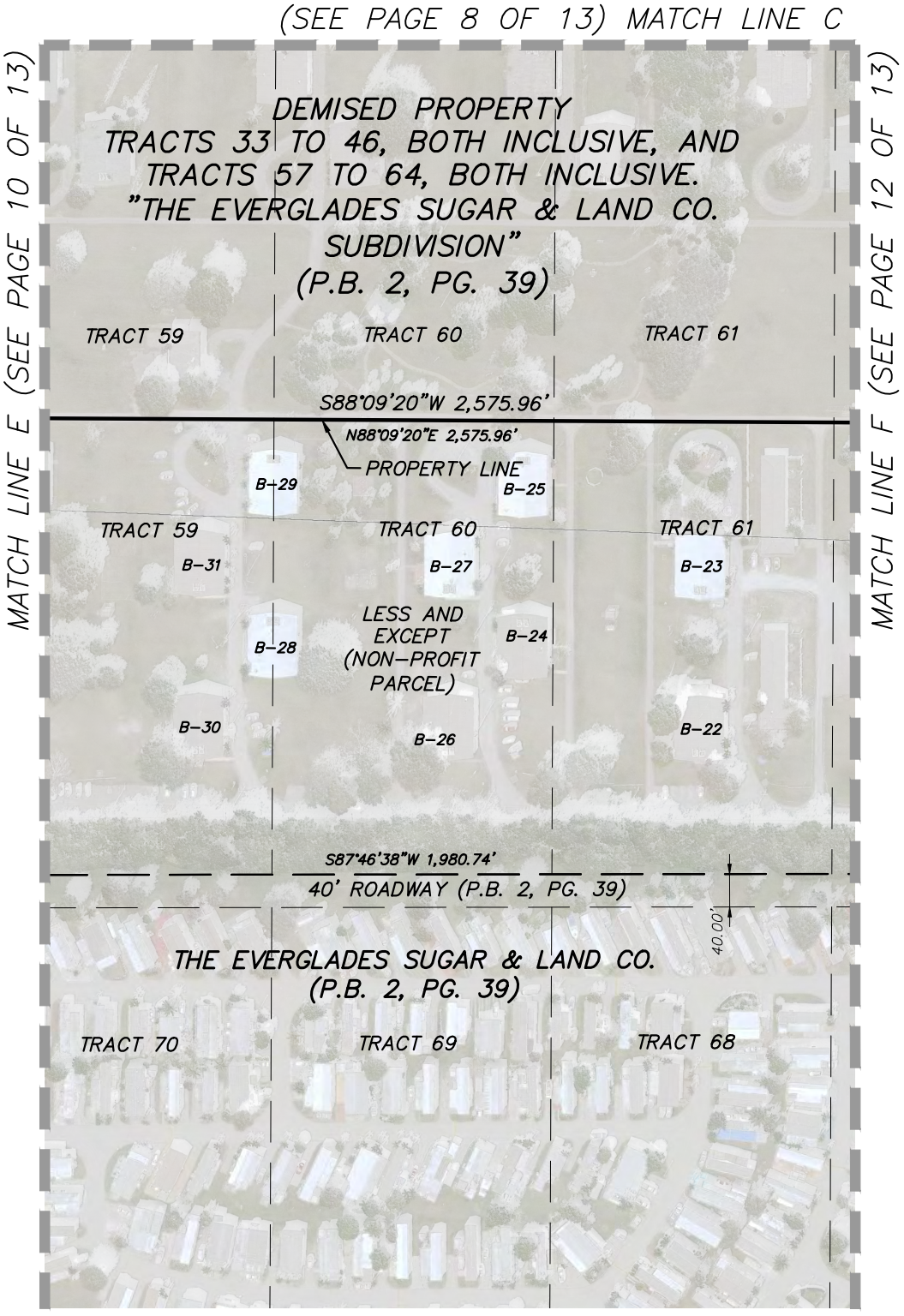
Revisions

N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	10 of 13
Field Book	
Pages	

0 100 200 300 400

GRAPHIC SCALE:
1" = 200'

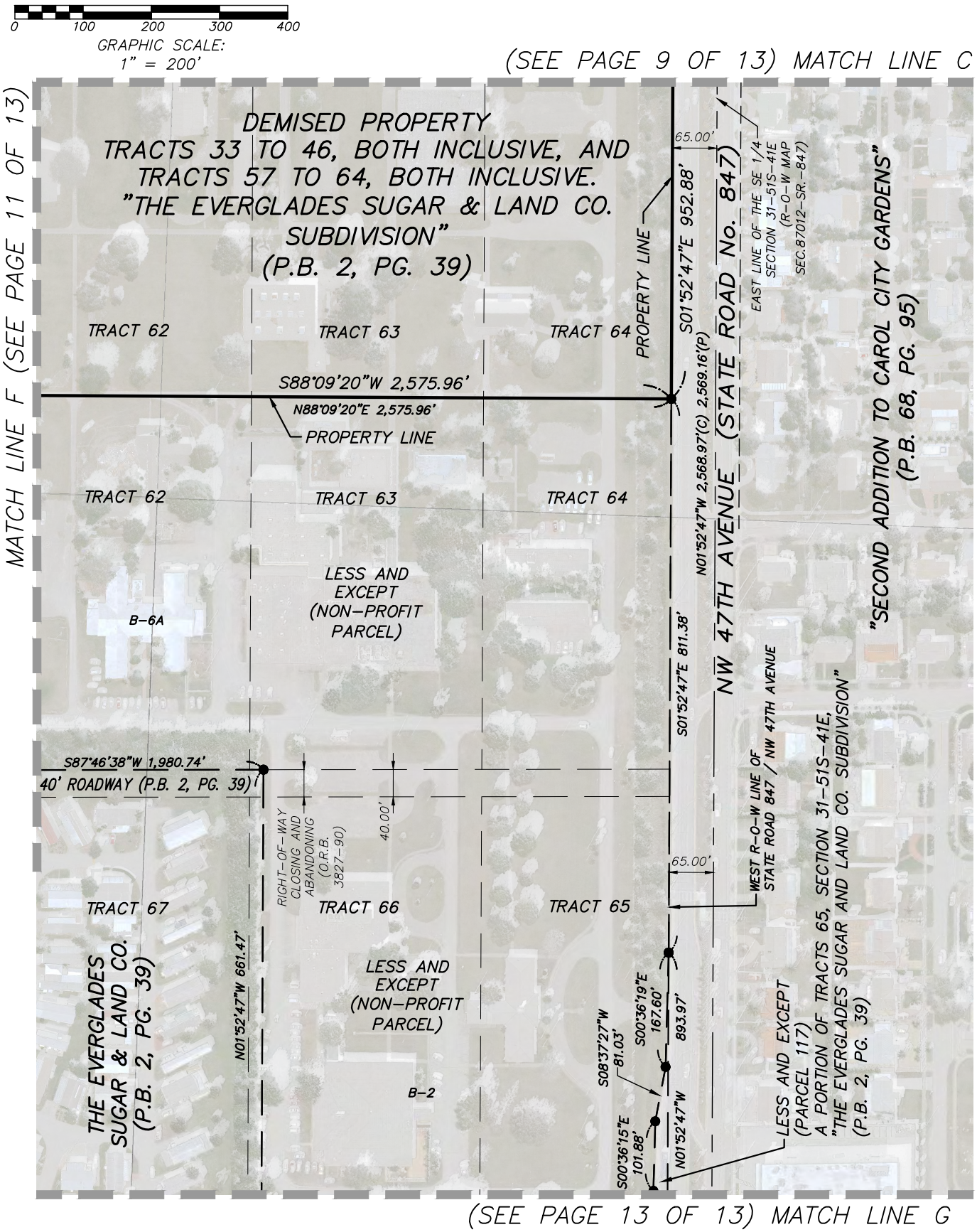


MIAMI-DADE DTPW	Miami Dade County Transportation and Public Works Department Survey Section 111 N.W. First Street, Suite N° 1610 Miami, Florida 33128 (305-375-2657)	SKETCH AND LEGAL DESCRIPTION Project Title: DEMISED PROPERTY 20000 NW 47TH AVENUE, MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions		
N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	
20240113	
Date	Scale
06/21/2024	NOT TO SCALE
SHEET N°	
11 of 13	
Field Book	Pages



Miami Dade County
Transportation and
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Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305-375-2657)

SKETCH AND LEGAL DESCRIPTION

Project Title: DEMISED PROPERTY
20000 NW 47TH AVENUE,
MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions

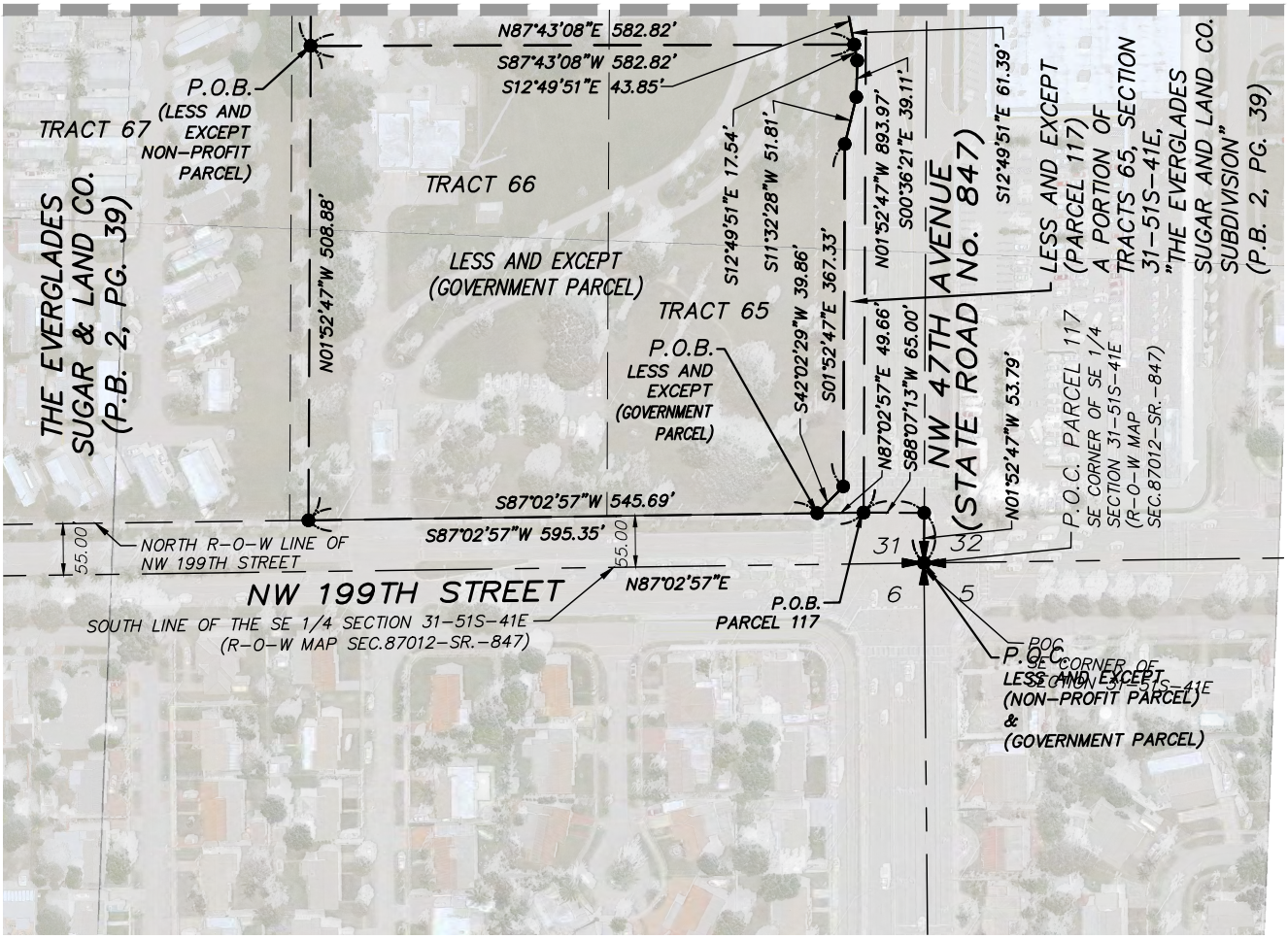
N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	12 of 13
Field Book	
Pages	

0 100 200 300 400

GRAPHIC SCALE:
1" = 200'

(SEE PAGE 12 OF 13) MATCH LINE G



ABBREVIATIONS AND MEANINGS

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MIAMI-DADE
DTPW

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SKETCH AND LEGAL DESCRIPTION

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MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions		
N°	Date	Description
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Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	13 of 13
Field Book	
Pages	

EXHIBIT A-2

MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES
DIVISION OF ENVIRONMENTAL RESOURCE MANAGEMENT
WATER MANAGEMENT DIVISION

SKETCH AND LEGAL DESCRIPTION TRACTS 44-46 AND A PORTION OF TRACTS 43 AND 42 IN SECTION 31-51-41 MIAMI-DADE COUNTY, FLORIDA

0 200 400 SCALE:1'=200'

NOTES:

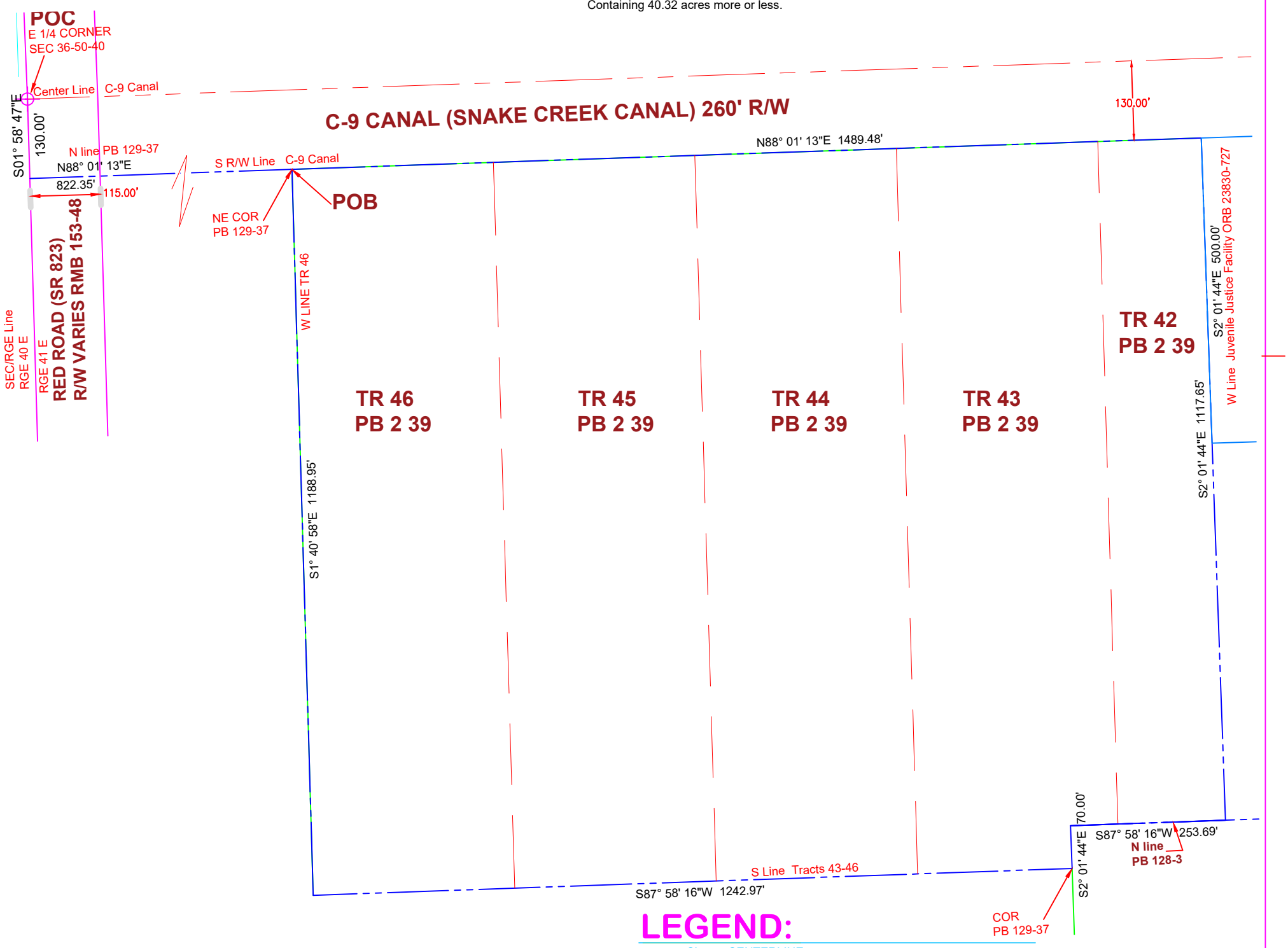
1. THIS IS NOT A BOUNDARY SURVEY.THE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY DEPICT THE ACCOMPANYING LEGAL DESCRIPTION. IT IS BASED ON THE MIAMI-DADE COUNTY SECTION MAP FOR SECTION 31 TOWNSHIP 51 SOUTH RANGE 41 EAST, THE MIAMI-DADE COUNTY PROPERTY APPRAISER'S WEBSITE, THE MIAMI-DADE COUNTY GIS SECTIONS MAP, THE MIAMI-DADE COUNTY GIS PARCELS MAP, THE FLORIDA DEPARTMENT OF TRANSPORTATION MONUMENTATION RIGHT OF WAY MAP FOR RED ROAD RECORDED IN ROAD MAP BOOK 153 AT PAGE 48, PLAT BOOK 128 PAGE 3, PLAT BOOK 129 PAGE 37, OFFICIAL RECORDS BOOK 23830 PAGE 727 AND THE 2023 FLORIDA DEPARTMENT OF TRANSPORTATION AERIAL MAPS AND SHOULD NOT BE RELIED UPON OR USED TO DETERMINE ACCURATE PROPERTY AND ROADWAY DIMENSIONS.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SECTION/RANGE LINE SHOWN ON ROAD MAP BOOK 153 PAGE 48.
3. INFORMATION PROVIDED BY MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES RESTORATION .

LEGAL DESCRIPTION:

Tracts 44, 45 and 46 inclusive together with a portion of Tracts 42 and 43 lying in Section 31, Township 51 South, Range 41 East, as shown on “The Everglades Sugar & Land Co. Subdivision according to the plat thereof as recorded in Plat Book 2 at Page 39 of the Public Records of Miami-Dade County Florida and being more particularly described as follows:

Commence at the intersection of the East Quarter corner of Section 36, Township 50 South, Range 40 East with the centerline of the C-9 (Snake Creek Canal) as shown on the Florida Department of Transportation Monumentation Right of Way map for Red Road (S.R. 823) as recorded in Road Map Book 153 Page 48 of the Public Records of Miami-Dade County, Florida; thence run S 01°58'47”E along the Section/Range line as shown on said Monumentation Map for Red Road, a distance of 130.00 feet to the intersection with the westerly prolongation of the north line of “Royal Country Second Addition” according to the plat thereof as recorded in Plat Book 129 at Page 37 of the Public Records of Miami-Dade County Florida, said line also being the southerly right of way line of the C-9 (Snake Creek Canal); thence run N 88° 01'13” E along said southerly right of way line for a distance of 822.35 feet to the northeast corner of said plat, also being a point on the west line of said Tract 46 and the POINT OF BEGINNING of the hereinafter described parcel; thence continue N 88° 01'13” E along said southerly right of way line for a distance of 1,489.48 feet to the point of intersection with the west line of that certain parcel described in Official Records Book 23830 Page 727 as the Department of Juvenile Justice Facility; thence run S 02°01'44”E along said west line and its southerly prolongation a distance of 1,117.65 feet to the point of intersection with the north line of “Royal Country First Addition” according to the plat thereof as recorded in Plat Book 128 at Page 3 of the Public Records of Miami-Dade County Florida; thence run S 87° 58'16” W along said north line a distance of 253.69 feet to the northwesterly corner of said plat; thence run S 02°01'44”E along the westerly line of said plat for a distance of 70.00 feet to the south line of said Tracts 43,44, 45 and 46 as shown on said plat of “Royal Country Second Addition”; thence run S 87° 58'16” W along said south line of said Tracts for a distance of 1,242.97 feet to the west line of Tract 46 as shown on said plat; thence run N 01°40'58”W along said west line for a distance of 1,188.95 feet to the POINT OF BEGINNING.

Containing 40.32 acres more or less.



LEGEND:

CL	-	CENTERLINE
FDOT	-	FLORIDA DEPARTMENT OF TRANSPORTATION
GIS	-	GEOGRAPHIC INFORMATION SYSTEM
MDC	-	MIAMI-DADE COUNTY
OR	-	OFFICIAL RECORDS BOOK AND PAGE (ORB)
PB	-	PLAT BOOK AND PAGE
POB	-	POINT OF BEGINNING
POC	-	POINT OF COMMENCEMENT
RGE	-	RANGE
RMB	-	ROAD MAP BOOK AND PAGE
R/W	-	RIGHT OF WAY
SEC	-	SECTION

REVISION DETAILS		
NO.	DATE	REVISION DESCRIPTION
1		
D:\DRAWING FILE		

IF THIS BAR DOES NOT MEASURE 1 INCH THEN SCALE ACCORDINGLY.

PREPARED BY:	Designed By:	MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES DIVISION OF ENVIRONMENTAL RESOURCE MANAGEMENT WATER MANAGEMENT DIVISION 701 NW 1ST COURT, 5TH FLOOR MIAMI, FLORIDA 33136	**SKETCH and LEGAL DESCRIPTION** **MIAMI-DADE COUNTY, FLORIDA** in SECTION 31-51-41
	Drawn By :		
	Checked By:		
	Surveyor of Record :		
	Date :	APPROVED BY: FLORIDA LICENSE / DATE :	

SCALE:
HORIONTAL:A
VERTICAL :
PROJECT : REV.
SHEET 1 of 1

LEGAL DESCRIPTION:

Tracts 44, 45 and 46 inclusive together with a portion of Tracts 42 and 43 lying in Section 31, Township 51 South, Range 41 East, as shown on "The Everglades Sugar & Land Co. Subdivision according to the plat thereof as recorded in Plat Book 2 at Page 39 of the Public Records of Miami-Dade County Florida and being more particularly described as follows:

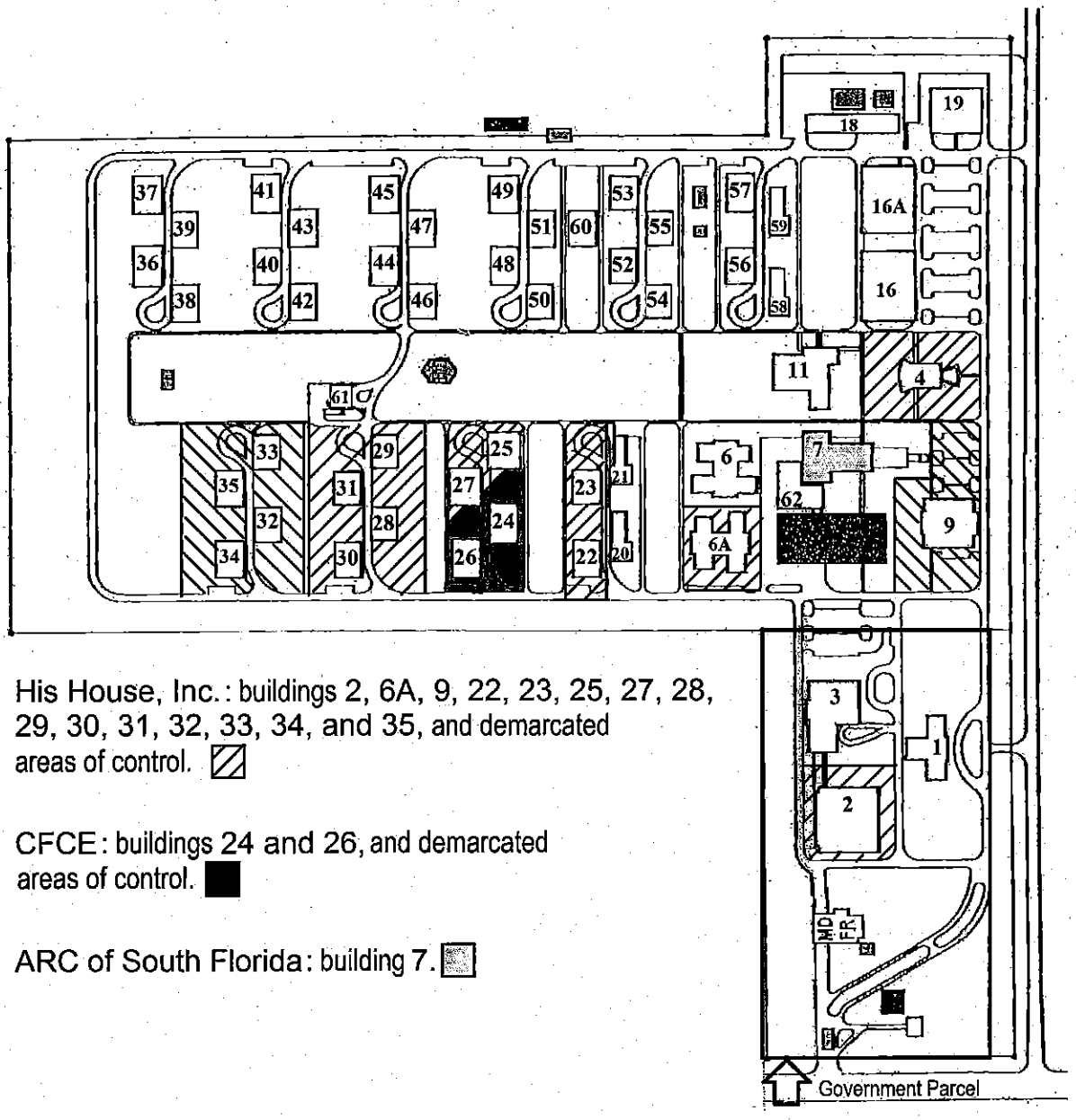
Commence at the intersection of the East Quarter corner of Section 36, Township 50 South, Range 40 East with the centerline of the C-9 (Snake Creek Canal) as shown on the Florida Department of Transportation Monumentation Right of Way map for Red Road (S.R. 823) as recorded in Road Map Book 153 Page 48 of the Public Records of Miami-Dade County, Florida; thence run S 01°58'47"E along the Section/Range line as shown on said Monumentation Map for Red Road, a distance of 130.00 feet to the intersection with the westerly prolongation of the north line of "Royal Country Second Addition" according to the plat thereof as recorded in Plat Book 129 at Page 37 of the Public Records of Miami-Dade County Florida, said line also being the southerly right of way line of the C-9 (Snake Creek Canal); thence run N 88° 01'13" E along said southerly right of way line for a distance of 822.35 feet to the northeast corner of said plat, also being a point on the west line of said Tract 46 and the POINT OF BEGINNING of the hereinafter described parcel; thence continue N 88° 01'13" E along said southerly right of way line for a distance of 1,489.48 feet to the point of intersection with the west line of that certain parcel described in Official Records Book 23830 Page 727 as the Department of Juvenile Justice Facility; thence run S 02°01'44"E along said west line and its southerly prolongation a distance of 1,117.65 feet to the point of intersection with the north line of "Royal Country First Addition" according to the plat thereof as recorded in Plat Book 128 at Page 3 of the Public Records of Miami-Dade County Florida; thence run S 87° 58'16" W along said north line a distance of 253.69 feet to the northwesterly corner of said plat; thence run S 02°01'44"E along the westerly line of said plat for a distance of 70.00 feet to the south line of said Tracts 43,44, 45 and 46 as shown on said plat of "Royal Country Second Addition"; thence run S 87° 58'16" W along said south line of said Tracts for a distance of 1,242.97 feet to the west line of Tract 46 as shown on said plat; thence run N 01°40'58"W along said west line for a distance of 1,188.95 feet to the POINT OF BEGINNING.

Containing 40.32 acres more or less.

EXHIBIT "A-3"

LOCATION SKETCH OF GOVERNMENT PARCEL

EXHIBIT "A-3": LOCATION SKETCH OF GOVERNMENT PARCEL



His House, Inc.: buildings 2, 6A, 9, 22, 23, 25, 27, 28, 29, 30, 31, 32, 33, 34, and 35, and demarcated areas of control.

CFCE: buildings 24 and 26, and demarcated areas of control.

ARC of South Florida: building 7.

EXHIBIT "A-4"

LOCATION SKETCH OF NON-PROFIT PARCEL

EXHIBIT "A-4":
LEGAL DESCRIPTION AND SKETCH OF NON-PROFIT PARCEL

SURVEYOR'S NOTES:

–THIS IS NOT A BOUNDARY SURVEY.

–THIS SITE LIES IN SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, CITY OF MIAMI GARDENS, MIAMI–DADE COUNTY, FLORIDA.

–BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT)

–THIS SKETCH AND LEGAL DESCRIPTION CONSIST OF 2 SHEETS; NEITHER IS FULL AND COMPLETE WITHOUT THE OTHER.

–SOURCES OF DATA:

- "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION", (P.B. 2, PG. 39).
- "ROYAL COUNTRY SECOND ADDITION", (P.B. 129, PG. 37)
- "ROYAL COUNTRY FIRST ADDITION", (P.B. 128, PG. 3)
- "SECOND ADDITION TO CAROL CITY GARDENS", (P.B. 68, PG. 95)
- F.D.O.T. RIGHT–OF–WAY MAP STATE ROAD No. 847 (NW 47TH AVENUE), SECTION 87012
- FDOT RIGHT–OF–WAY MONUMENTATION MAP STATE ROAD No. 823 (NW 57TH AVENUE), SECTION 87002
- FWMD RIGHT–OF–WAY MAP SNAKE CREEK CANAL (C–9), DATED MAY, 1994
- ORB 15961, PG. 5474,

ALL OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY TO THE HEREIN NAMED AND/OR PERSONS THAT THE "SKETCH AND LEGAL DESCRIPTION" OF THE HEREIN DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED AND PLATTED UNDER MY DIRECTION ON FEBRUARY 01, 2024.

I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE REQUIREMENTS AS SET FORTH IN RULE 5J–17.051 AND 5J–17.052 AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

Pavel A. Perez Martinez
Professional Surveyor and Mapper LS#7477
State of Florida

Survey Map and Report or the copies thereof are not valid without the Signature and Original or Digital Seal of a Florida Licensed Surveyor & Mapper.

MIAMI–DADE DTPW
Miami Dade County
Transportation and
Public Works Department
Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305–375–2657)

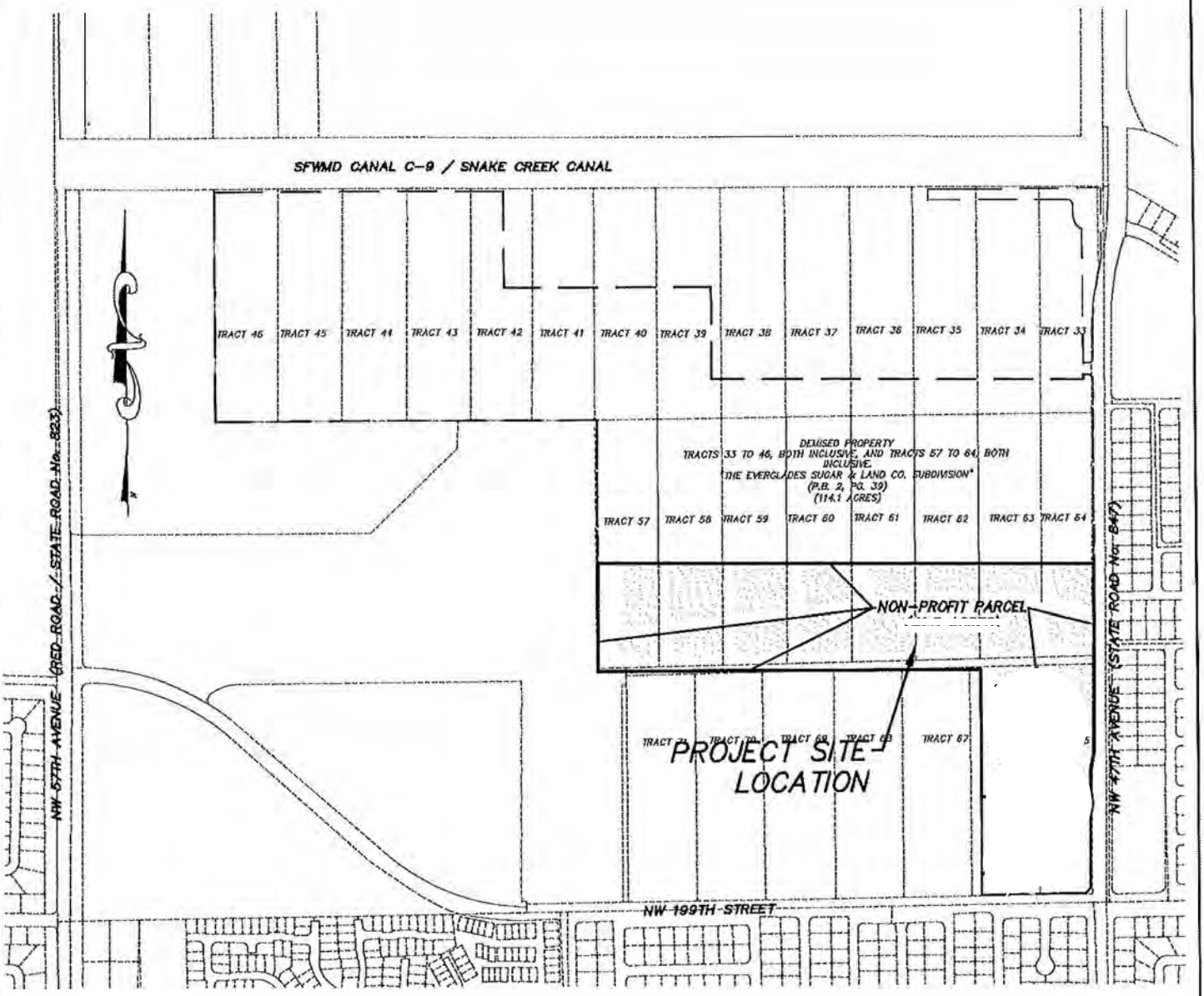
SKETCH AND LEGAL DESCRIPTION

Project Title: NON–PROFIT PARCEL
20000 NW 47TH AVENUE,
MIAMI GARDENS, FL 33055

Project Manager:	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions		
N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	20240113
Date	06/21/2024
Scale	NOT TO SCALE
SHEET N°	1 of 5
Field Book	
Pages	



LOCATION SKETCH
(NOT TO SCALE)

Miami Dade County
Transportation and
Public Works Department
Survey Section
111 N.W. First Street, Suite N° 1610
Miami, Florida 33128 (305-375-2657)

SKETCH AND LEGAL DESCRIPTION

Project Title: NON-PROFIT PARCEL
20000 NW 47TH AVENUE,
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Project Manager	
Drawn:	Pavel Perez Martinez
Checked:	Scott Riggs
Survey:	

Revisions		
N°	Date	Description
1	07/31/24	REVISED AS PER ISD COMMENTS

Project N°	
20240113	
Date	Scale
06/21/2024	NOT TO SCALE
SHEET N°	
2 of 5	
Field Book	Pages

EXHIBIT "B"

Development Concept (To be added per Section 8.1)

EXHIBIT "C"

DEED OF DEMISED PROPERTY

CFN 2005R1032743 OR BK 23830 Pgs 0727 - 731; (5pgs)
RECORDED 09/30/2005 15:43:34
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA
DEED TAX 0.60

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

QUITCLAIM DEED

Deed Number 31446

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is by Section 253.03, Florida Statutes, authorized and empowered to convey certain lands under the terms and conditions set forth herein; and,

WHEREAS, said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA did approve this transfer on the 9th day of August, 2005.

NOW, THEREFORE, the undersigned BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as "GRANTOR", under authority of Section 253.03, Florida Statutes, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations, to it in hand paid by MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, as "GRANTEE," has remised, released, conveyed and quitclaimed, and by these presents does remise, release, convey and quitclaim unto GRANTEE, its successors and assigns forever, all the right, title, interest, claim and demand GRANTOR may have in and to the following described land in Miami-Dade County, Florida, to-wit:

(EXHIBIT "A" ATTACHED)

TO HAVE AND TO HOLD the above-described lands subject to all outstanding easements, reservations and other interests.

IN TESTIMONY WHEREOF, the members of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA have hereunto subscribed their names and have caused the

official seal of said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA to be hereunto affixed in the City of Tallahassee, Florida, on this 20th day of September, A.D. 2005.

(SEAL)
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

JEB BUSH
GOVERNOR

CHARLIE CRIST
ATTORNEY GENERAL

TOM GALLAGHER
CHIEF FINANCIAL OFFICER

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

As and Constituting the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

APPROVED AS TO FORM AND LEGALITY

By: _____
DEP Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Tracts 33 to 46, both inclusive, and Tracts 57 to 66, both inclusive, in Section 31, Township 51 South, Range 41 East, of THE EVERGLADES SUGAR & LAND CO. SUBDIVISION, according to the plat recorded in Plat Book 2 at Page 39 of the Public Records of Dade County, Florida.

LESS AND EXCEPT:

Department of Juvenile Justice Facility

A portion of Tracts 35, 36, 37, 38, 39, 40, 41 and 42, Section 31, Township 51 South, Range 41 East, "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION" according to the Plat thereof, as recorded in Plat Book 2, Page 39 of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

COMMENCING at the intersection of the East Line of the Southeast one-quarter (S.E. ¼) of said Section 31 with the Centerline of the N.W. 206th Terrace per "SECOND ADDITION TO CAROL CITY GARDENS", according to the Plat thereof, as recorded in Plat Book 68, Page 95 of the Public Records of Miami-Dade County, Florida; thence North 01°33'57" West, along the East Line of said Section 31, a distance of 142.99 feet; thence South 88°28'26" West, a distance of 1113.01 feet; thence North 01°31'34" West, a distance of 267.67 feet; thence South 88°28'26" West, a distance of 63.35 feet; thence North 00°58'57" West, a distance of 214.23 feet to the POINT OF BEGINNING of the Parcel of land hereinafter described; thence continue North 00°58'57" West, a distance of 53.74 feet; thence North 87°57'41" East, a distance of 249.60 feet, thence North 01°38'04" West a distance of 445.48 feet; thence South 88°08'40" West, along the South Right-of-Way Line of the Snake Creek Canal (a.k.a. Canal C-9), as shown on South Florida Water Management Right-of-Way Maps, Drawing C-9-20, sheets 23, 24, and 25, datad May, 1994, a distance of 2200.02 feet; thence South 01°38'04" East, a distance of 500.00 feet; thence North 88°08'40" East, along a line 500 feet South of, as measured at right-angles to, the South Right-of-Way Line of said Snake Creek Canal, a distance of 1949.81 feet to the POINT OF BEGINNING.

AND

ALSO LESS AND EXCEPT:

Noor Investment Facility

PARCEL 1

A PORTION OF TRACTS 33, 34, 35, AND 36, SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST. "THE EVERGLADES SUGAR & LAND CO. SUBDIVISION" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 31 WITH THE CENTERLINE OF N.W. 206TH TERRACE PER "SECOND ADDITION TO CAROL CITY GARDENS", PLAT BOOK 60, PAGE 35, DADE COUNTY PUBLIC RECORDS, THENCE RUN N 01° 33' 57" W, 142.99 FEET ALONG THE EAST LINE OF SAID SECTION 31; THENCE RUN S 88° 28' 26" W, 115.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 88° 28' 26" W, 997.34 FEET; THENCE RUN N 01° 31' 34" W, 267.67 FEET; THENCE RUN S 88° 28' 26" W, 63.35 FEET; THENCE RUN N 00° 58' 57" W, 267.97 FEET TO A STEEL FENCE POST; THENCE RUN N 87° 57' 41" E, 249.60 FEET TO A STEEL FENCE POST; THENCE RUN N 01° 38' 04" W, 389.40 FEET; THENCE RUN N 88° 02' 11" E, 728.29 FEET TO A POINT OF CURVE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET; THENCE RUN SOUTHEASTERLY 46.31 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88° 26' TO A POINT OF TANGENCY; THENCE RUN S 03° 31' 49" E, 58.26 FEET TO A POINT OF CURVE OF A CURVE TO THE LEFT HAVING A RADIUS OF 78 FEET; THENCE RUN SOUTHEASTERLY 86.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 22' 30" TO A POINT; THENCE RUN S 01° 46' 14" E, 777.55 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 2

PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 31 WITH THE CENTERLINE OF N.W. 206TH TERRACE PER THE RECORD PLAT OF "SECOND ADDITION TO CAROL CITY GARDENS", PLAT BOOK 60, AT PAGE 35, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, THENCE RUN NORTH 01° 33' 57" WEST ALONG SAID EAST SECTION LINE FOR 142.99 FEET; THENCE RUN SOUTH 88° 28' 26" WEST FOR 65.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 47TH AVENUE (A.K.A. STATE ROAD #847); THENCE RUN NORTH 01° 33' 57" WEST ALONG SAID RIGHT-OF-WAY LINE FOR 0.02 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL (SAID POINT OF BEGINNING BEING THE POINT OF CURVATURE OF CURVE CONCAVE TO THE SOUTHWEST); THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89° 57' 37" AND ARC DISTANCE OF 39.25 FEET; THENCE SOUTH 88° 28' 26" WEST FOR 25.78FEET; THENCE NORTH 01° 46' 14" WEST FOR 60.00 FEET; THENCE NORTH 88° 28' 26" EAST FOR 25.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 02' 23", AN ARC DISTANCE OF 39.29 FEET; THENCE SOUTH 01° 33' 57" EAST FOR 110.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

Description of 10-Acre Addition
in Miami–Dade County

A portion of Tracts 36,37,38 and 39, Section 31,Township 51 South, Range 41 East, as shown on the Plat of "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION", recorded in Plat Book 2 at page 39 of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the intersection of the East line of the Southeast One-Quarter (SE ¼) of said Section 31 with the centerline of N.W. 206th Terrace, as shown on the Plat of "Second Addition To Carol City Gardens", recorded in Plat Book 68 at page 95 of the Public Records of Miami-Dade County, Florida; thence on an assumed bearing of North 01° 33' 57" West, along the East line of said Section 31, a distance of 142.99 feet; thence South 88° 28' 26" West, a distance of 1113.01 feet to the southwest corner of the lands described in Board of Trustees lease No. 2509-6, dated February 1, 2000 and call this the Point of Beginning of this description; thence along the West boundary of the said lease No. 2509-6 the following three courses: North 01° 31' 34" West, a distance of 267.67 feet; thence South 88° 28' 26" West along the south boundary of said lease No. 2509-6, a distance of 63.35 feet; thence North 00° 58' 57" West along the west boundary of said lease No. 2509-6, a distance of 214.23 feet to a point on the south boundary of Board of Trustees lease No. 2509-8, dated July 8, 2002 , thence South 88° 08' 40" West along the south boundary of said lease No. 2509-8, a distance of 875.00 feet; thence S 01° 38' 04" East, a distance of 476.86 feet; thence North 88° 28' 26" East, a distance of 935.40 feet to the Point of Beginning.

Said land lying and being in Miami-Dade County, Florida and containing 10.00 acres (more or less).

BSM: Kay Tews

DATE: July 21, 2005
REVISED

EXHIBIT "D"

ANNUAL RENT

	Revised Lease Agreement 74 Acre - Mixed Use *Based on Original Lease Per Acre Rent		
	Ground Rate		
	Rent Year	Rent	
2018	1		140 Acres
2019	2		140 Acres
2020	3		140 Acres
2021	4		140 Acres
2022	5		140 Acres
2023	6		140 Acres
2024	7	$ 181,645.43	*2024 Rent Assumes Payments Begin August, 2024
2025	8	$ 181,645.43	
2026	9	$ 181,645.43	
2027	10	$ 181,645.43	
2028	11	$ 650,046.30	
2029	12	$ 663,047.23	
2030	13	$ 676,308.17	
2031	14	$ 689,834.34	
2032	15	$ 703,631.02	
2033	16	$ 717,703.65	
2034	17	$ 732,057.72	
2035	18	$ 746,698.87	
2036	19	$ 776,865.51	
2037	20	$ 857,235.77	
2038	21	$ 857,235.77	
2039	22	$ 874,380.49	
2040	23	$ 891,868.10	
2041	24	$ 909,705.46	
2042	25	$ 927,899.57	
2043	26	$ 946,457.56	
2044	27	$ 965,386.72	
2045	28	$ 984,694.45	
2046	29	$ 1,004,388.34	
2047	30	$ 1,024,476.11	End of Pre-Scheduled Payment Term
	Total	$ 17,326,502.87	

EXHIBIT "E"

SBE REQUIREMENTS PACKAGE

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS
SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **BUILDING**

Building Construction generally is the construction of sheltered enclosures with walk-in access or for the purpose of housing persons, machinery, equipment or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade.

Note: Where multiple construction is "incidental" in function, the construction is considered a part of the building project for wage determination purposes.

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM
(For Contractors Optional Use)

2017

96

INDEX
RESPONSIBLE WAGES AND BENEFITS
CONSTRUCTION TYPE: BUILDING

A. SUPPLEMENTAL GENERAL CONDITIONS

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LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING 3

PAYROLLS; BASIC RECORDS; REPORTING 3-4

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COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT 4-6

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B. WAGES AND BENEFITS SCHEDULES

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CARPENTERS 2-4

DRYWALL FINISHERS 5

ELECTRICAL WORKERS 6-7

ELECTRICAL WORKERS (ELECTRIC SIGNS) 8

ELEVATOR CONSTRUCTORS 9

GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS 10

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MILLWRIGHTS, MACHINERY ERECTORS AND DIVERS 16

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RESPONSIBLE WAGES AND BENEFITS
CONSTRUCTION TYPE: BUILDING

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SHEET METAL WORKERS 31

SPRINKLER FITTERS 32

WELDERS 33

C. NOTICE TO EMPLOYEES

D. FAIR WAGE AFFIDAVIT

E. PAYROLL FORM

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January 1st of the year in which the work is performed.

B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to

the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing, or cleaning up the worksite after they complete their work.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County. If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Small Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

Internal Services Department
Small Business Development Division
111 NW 1st Street, 19th Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 376-3160
Email: SBDMAIL@MIAMIDADE.GOV

or

Miami-Dade Aviation Department
Minority Affairs Division
P.O.Box 025504, Miami, FL 33102-5504
Telephone: (305) 876-7764
Email: MCollins@miami-airport.com

Neither the contractor, nor any subcontractor on the project, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 20% of the first underpayment; 40% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 60% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

The contractor, and all subcontractors, must keep accurate written records, signed under path as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of

contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. Form

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Implementing Order 3-24) shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings

Upon timely receipt of a request for an administrative hearing before a hearing officer to appeal a determination of non-compliance, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations together with a transcript of the hearing to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the hearing officer, and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio

If the number of apprentices working on the project is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification. If the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws

approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees are in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

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CLASS OF TRADE	BASIC HOURLY RATE	HEALTH BENEFIT (1)	FRINGE BENEFITS	TOTAL
BRICKLAYERS				
Bricklayer	$ 18.93	$ 2.10	$ 0.00	$ 18.93
Tile Setter	16.50			18.60

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes all work performed in the trade of brick, stone, artificial, cement and marble masonry, plastering, marble, mosaic, terrazzo work, tile layer's work, cement or concrete block laying and pointing, caulking, grouting and cleaning of the material used in this work, together with any and all materials, natural or artificial, rough or cultured, whether quarried, manufactured or any substitute or replacement thereof regardless of the method or manner of installation; precast erectors, pool specialist and roof deck applicators. Also includes the caulking of window frames encased in masonry on brick, stone or cement structure including all grinding and cutting out on such work. All cork installation and substitute thereof, where cement or other plastic materials are used, when such cork is installed in floors, wall, partitions, roofs and ceiling, including cutting of closures to fill out corners.

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CARPENTERS				
Carpenter	$ 22.50	$ 4.15	$ 4.00	
Foreman (5 or more workers)	24.30	4.15	4.00	
Foreman (12 or more workers)	25.20	4.15	4.00	
General Foreman (2 or more foremen)	26.10	4.15	4.00	

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education) Apprenticeship Section http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	$ 13.95	$ 4.15	$ 4.00	
2nd 6 month period	15.08	4.15	4.00	
3rd 6 month period	16.20	4.15	4.00	
4th 6 month period	17.33	4.15	4.00	
5th 6 month period	18.45	4.15	4.00	
6th 6 month period	19.58	4.15	4.00	
7th 6 month period	20.70	4.15	4.00	
8th 6 month period	21.83	4.15	4.00	

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Acoustic Ceilings

The unloading, distribution and installation of all materials and component parts of all types of acoustic ceilings and plenums, regardless of their material composition or method of manner of their installation, attachment or connection, including, but not limited to the following items: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or methods of attachment, all integrated gypsum wall board ceiling heat panels, fill, all main tees, cross tees, splines, splays, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation, excepting acoustic plaster.

Doors

The unloading, distribution and installation of all prefinished wooden doors, hollow metal doors, overhead or mechanical doors, whether steel, aluminum or plastic and all supporting systems. Install all hollow metal jambs and hardware on doors whether they be interior or exterior.

Floor Covering

Carpeting including all measuring, lay outs, tenaking, cutting, fitting, sewing, binding, sizing, laying, stretching, repairing and installation, either by hand or power machine. The installation of resilient flooring to include the laying of all cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in with linopaste, glue, mastic or substitute materials. All wood flooring, whether nailed or laid in mastic. All necessary preparatory work including the scraping, filling of holes, nailing, lay of paper or other underlayments. The sanding or refinishing of all wood floors either by hand or power machine.

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CARPENTERS, Continued

Forms
The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, levelling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabricaton of screeds and stakes for floors and form for arrises. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

Furniture
The loading, unloading, handling, dismantling, distribution, erection, stockpiling, refurbishing, and installation of all modular and systems office furniture and all components parts, new and refurbished.

Lathing

The prefabricating, erecting, construction, furring, making and erecting of brackets, clips and hangers, wood, wire and metal lath to which plaster-type materials are applied; corner beads, arches erected for the purpose of holding plaster or cement.

The rigging, erecting, staying and fastening in any manner of all pre-cast aggregate panels of all types. All carrying bars, purlins and furring, regardless of size, light iron and metal furring of all descriptions for the receipt of metal lath, rock lath and all light iron when studs are to receive metal lath or rock lath for the application of plaster, and all other light iron furring erected to receive lath and plaster. The nailing, tying and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hyrib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers to support suspended ceilings or any of the above types of light iron and metal furring which receive lath and plaster; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, etc. The tying, nailing, clipping or fastening, mechanical or otherwise, of all types of lath regardless of size, such as wood lath, plasterboard, button board, flaxlinum board, bishopric, celetex, gypsum lath, foam and Styrofoam, rock lath or any and all other types of material erected to receive or hold plaster. The erection of all metal plastering accessories such as metal corner beads and other plastering accessories which are covered and/or serve as a ground or screed for plaster.

Material Procedures
The unloading, handling and erection and power rigging in connection with laminated wood arches, trusses and decks. All power rigging and signaling of Carpenters' materials. The operation and maintenance of small air compressors generators, electric or gasoline power motors for the operation of woodworking machinery. The unloading, handling and distribution of materials erected and installed by carpenters. All prefabricated, manufactured and finished materials regardless of packing, shall be unloaded distributed and installed by the Carpenters. This shall include, but not be limited to all forms, templates, bolt, cabinets and all materials normally installed by Carpenters. Underpinning, lagging, bracing, propping and shoring, raising and moving of all building structures or parts thereof by the use of jack, power rigging or other methods shall be the work. This includes the unloading and setting of modular units and all work related thereto. The assembly and erection of pole and pre-engineered buildings.

"BUILDING CONSTRUCTION"

CARPENTERS, Continued

Railing
The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Scaffolding
The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Sink Tops and Cabinets
The unloading, distribution and installation of all sink tops, cabinets, hoods base and wall units.

Weather and Spray Protection
The fabrication, erection and removal of frames, enclosures of buildings or scaffoldings, the draping of tarps, of tarps, visqueen or similar coverings when secured by wire, nailing, bolting or clamps. The handling and setting up of all temporary enclosures.

Windows, Walls and Partitions

The installation, erection and/or application of all material component parts of wall and partitions regardless of all materials composition or method or manner of their installation, attachment of connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, Te-Blocking, resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, gypsum drywall materials, the making and installing of all backing for fixtures and welding of studs or other fasteners to receive materials being applied; laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal installation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, all toilet partitions and insulated translucent wall and ceiling systems, and all other necessary or related work.

The erection of exterior metal studs and the installation windows metal or wood and those attached to metal studs.

The installation of rockwool, cork, fiberglass, tectum, Styrofoam and other insulation material used form sound of weatherproofing, the renewal for caulking and replacing of staff bead, brick mould and all Oakum, caulking, substitutes and all other caulking in connection there with, and the installation of chalkboards, cork and tack boards.

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DRYWALL FINISHERS

Drywall (Hand Tools)	$ 19.96	$ 4.60	$ 3.95	$ 28.51
Drywall (Bazooka Box)	20.96	4.60	3.95	29.51

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section * http://www.fldoe.org/workforce/apprenticeship. Please see page 8 of the Supplemental General Conditions for more information.

1st 6 months	$ 12.97	$ 4.60	$ 1.00	
2nd 6 months	13.97	4.60	1.00	
3rd 6 months	14.97	4.60	1.00	
4th 6 months	15.97	4.60	1.00	
5th 6 months	16.97	4.60	1.00	
6th 6 months	17.96	4.60	1.00	
7th and 8th 6 months	18.96	4.60	1.00	

Per Hour Premiums:
$1.00 Chargeperson working up to 5 employees
$1.50 Chargeperson working 6 or more employees
$1.00 General Foreman above highest paid chargeperson

(1) Per hour health benefit includes hospitalization, medical, and life insurance

Scope of work under this trade includes but is not be limited to the preparation or leveling of any surface or substrate which is to receive a coating, finishing and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surface for finishes. All stucco and dryvit systems.

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ELECTRICAL WORKERS

Electrician - Wireman	$ 31.61	$ 6.85	$ 4.58
Electrician - Cable Splicer	32.11	6.85	4.66
Welder	32.11	6.85	4.66
Foreman (2)	34.77	6.85	5.04
General Foreman (22 or more Electricians)	37.93	6.85	5.50

For projects awarded or bid prior to January 1, 2014 where the electrical portion of the contract is less than $2 million.

Electrician - Wiremen	$ 27.15	$ 5.85	$ 3.53
Foreman (2)	29.87	5.85	3.88
General Foreman (22 or more Electricians)	32.58	5.85	4.24

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

First year	$ 15.41	$ 4.22	$ 2.23
Second year	16.29	4.22	2.36
Third year	18.04	4.22	2.62
Fourth year	19.78	4.22	2.87
Fifth year	23.71	4.22	3.44

Add $1.00 per hour to the per hour wage rate for electricians working in hazardous locations, above or below ground in high places such as silos, hangers, beacon lights, or other similar structures where a free fall of 30 feet or more is possible.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where three (3) electricians are employed, one shall be designated foreman. One (1) additional electrician shall be designated foreman if there are 10-14 electricians, and one (1) additional for 15-21 electricians.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshows, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

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ELECTRICAL WORKERS, Continued

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems, pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightening protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear, transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear.

APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, Cable Splicer or Welders.

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ELECTRICAL WORKERS (ELECTRIC SIGN)					
Electrician - Wireman	$ 25.50	$ 6.85	$ 3.57	$ -	35.92
Foreman (2)	28.05	6.85	3.93		38.83

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section: http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

First Period	$ 14.39	$ 4.22	$ 2.01	[redacted]
Second Period	14.39	4.22	2.01	
Third Period	15.20	4.22	2.13	
Fourth Period	16.83	4.22	2.36	
Fifth Period	18.46	4.22	2.58	
Sixth Period	22.58	4.22	3.16	

Add $2.00 per hour to the per hour wage rate for Electrician working in high places, seventy-five feet (75') above the ground floor except safety guarded swing stage, walkways, or 2 man remote baskets.

(1): Per hour health benefit includes hospitalization, medical, and life insurance.

(2): On any job where ten (10) Electricians are employed, one shall be designated foreman.

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating, all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

APPRENTICE RATIO: Two (2) Apprentices to one to three (1- 3) Electricians.

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ELEVATOR CONSTRUCTORS

Mechanics	$ 41.77	$ 15.28	$ 15.71	$ 72.76
Mechanic In Charge	46.99	15.28	15.71	77.98

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Probationary Apprentice/Helper (2)	$ 20.89	$ 15.28	$ 15.71	$ 51.88
First year	22.97	15.28	15.71	53.96
Second year	27.15	15.28	15.71	58.14
Third year & Helpers	29.24	15.28	15.71	60.23
Fourth year & Asst. Mechanics	33.42	15.28	15.71	64.41

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Probationary Apprentice/Helper receive health and pension after 1st 6 months.

APPRENTICE RATIO: One (1) Apprentice to one (1) Mechanic

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CLASSIFICATION	BASE RATE	FRINGE BENEFITS	OVERTIME	TOTAL
GLAZIERS:				
Glazier	$ 16.89	$ 2.69	$ -	$ 19.58

Scope of work under this trade includes but is not limited to: (1) the installation, setting, cutting, preparing, fabricating, distribution, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, suspended glass systems, louvers, photovoltaic and other collections systems, skylights, entranceways including automatic doors, patio doors, store front, column covers, panels and panel systems, glass hand rails, decorative metals as part of the glazing systems for weatherproofing and structural reasons, Art glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, all types of opaque glass, glass chalk boards, structural glass, tempered and laminated glass, Thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures.

(2) the installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction.

(3) the installation and welding of all extruded, rolled or fabricated materials including but not limited to all metals, plastic and vinyl, or materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, mullions, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems.

(4) the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all the above.

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INSULATORS & ASBESTOS WORKERS

Insulators or Asbestos Workers	$ 22.05	$ 7.27	$ 5.15
Foreman	22.55	7.27	5.15
General Foreman (15 or more workers)	23.55	7.27	5.15

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

First year	$ 13.89	$ 7.27	$ 5.15
Second year	15.43	7.27	5.15
Third year	17.64	7.27	5.15
Fourth year	19.84	7.27	5.15
Improvers	12.56	0.00	0.00

Per Hour Premiums:
$0.25 for time spent in or on a boatswain chair or swinging scaffold, suspended by caple or ropes.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: the preparation, fabrication, application, alteration, erection, assembling molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal, insulation with such materials as may be specified when these materials are to be installed for thermal, fireproofing and acoustical purposes in voids, or to create voids, or on either piping, fittings valves, boilers, ducts, flues, tanks, vats equipment, or on any cold or hot surfaces for the purpose of thermal control.

Preparation and application of all exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc. shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises.

It shall also includes fire stopping or fireproofing technicians, & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems; or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment on job premises.

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INSULATORS & ASBESTOS WORKERS, Continued

The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies in order to prevent the passage of fire, smoke, or other gases. The application include all components involved in creating the rated barrier at perimeter slab edges and cavities, the head of gypsum board or concrete walls, joins between rated wall or floor components, and sealing of penetrating items and blank openings.

The unloading and distribution on the job site of all insulation material and related material and equipment, the assembling, dismantling of scaffolding and clean up when necessary.

APPRENTICE/IMPROVER RATIO: One (1) Apprentice/Improver to two (2) Insulators or Asbestos Workers. A one (1) to one (1) ratio is permitted on overtime hours on job sites requiring the work of only two (2) men. For duct work jobs three (3) Apprentices to (1) Insulator or Asbestos Worker.

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IRONWORKERS

Ironworkers	$ 24.51	$ 5.00	$ 3.38	
Foreman (2)	26.96	5.00	3.38	
General Foreman (2)	29.41	5.00	3.38	

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months - 800 Hours	$ 12.26	$ 5.00	$ -	
2nd 6 months - 800 Hours	13.48	5.00	-	
3rd 6 months - 800 Hours	14.71	5.00	-	
4th 6 months - 800 Hours	15.93	5.00	-	
5th 6 months - 800 Hours	17.16	5.00	-	
6th 6 months - 800 Hours	18.38	5.00	-	
7th 6 months - 800 Hours	19.61	5.00	-	
8th 6 months - 800 Hours	20.83	5.00	-	

Per Hour Premiums:
Diving Pay add $40.00 rental plus $5.00 to the Ironworker's wage rate.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Required when 2 or more Ironworkers are employed by one employer. When a crew exceeds 12 or more, another foreman is required. A General Foreman is required if three or more Ironworker Foreman are employed on a

Scope of work under this trade includes but is not be limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork, which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types) column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, glazing – caulking – sealants and louvers –fixed.

APPRENTICE RATIO: One (1) Apprentice to Four (4) Ironworkers.

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TRADE (W)	BASE RATE	FRINGE BENEFITS	OVERTIME	OTHER

This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.

LABORERS

Laborer	$ 15.00	$ 3.00	$ 1.92	[redacted]

Apprentices:
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	$ 12.00	$ 3.00	$ 1.92	[redacted]
2nd 6 month period	12.75	3.00	1.92	
3rd 6 month period	13.50	3.00	1.92	
4th 6 month period	14.25	3.00	1.92	

Per Hour Premiums:
Laborer Foremen (4 or more laborers) - $1.00 per hour on top of the highest paid laborers
General Foreman (15 or more laborers) - $ 1.50 per hour on top of the highest paid laborers

$0.50 Mason and Plasterer Tenders, Concrete Placement-Patchmen and Finish Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper and Mixers, Cutting Torch, Hydro Blasting, Chain Saw.

$2.50 Form Builders and Setters, Plaster and Concrete Finish and Repair, Water Sewer and Storm Drain Pipelayers, Asbestos Removal, Hazardous Waste and Lead Removal, Remediation and Handling.

Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer lines is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T.V. crew should be classified and paid as laborer. The CCTV Operator should receive the $2.50 per hour supplement for Water Sewer & Storm Drain Pipelayers. The rate for the Vactor Trucks Operator is listed under the Operating Engineers Wage Schedule.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

Scaffolds - erection, planking and removal.

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[redacted]

This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.

LABORERS, Continued

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Erection, dismantling and/or re-installation of all fences.

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and falsework. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading and Landscaping of all sites for all purposes; and Wrecking.

Construction Cleaners, Janitors, Fire Watchers, Hole Watchers, Material Handlers, Graders and Excavators, Escorts and Equipment Monitors, Decontamination Workers, Flaggers and Landscapers, Guardrail and Fence Erectors.

APPRENTICE RATIO: One (1) Apprentice to three (3) Laborers.

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS					
Millwrights, Machinery Erectors	$ 30.23	$ 4.15	$ 9.15		43.53
Diver (2)	$ 36.52	$ 4.15	$ 9.15		49.82

Per Hour Premiums:
$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)
$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman)

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section http://www.fldoe.org/workforce/apprenticeship. Please see Page 6 of the Supplemental General Conditions for more information.

1st Year	$ 19.65	$ 4.15	$	
2nd Year	22.67	4.15		
3rd Year	25.70	4.15		
4th Year	28.72	4.15		

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Diver classification applies to any Millwright that performs work beneath the water surface.

Scope of work under this trade includes but is not be limited to: installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

Diver classification applies to any Millwright that performs work beneath the water surface.

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OPERATING ENGINEERS				
Group I	$ 32.05	$ 4.20	$ 4.50	$ 40.75
All Cranes Over 15 Tons Capacity				
Mechanic I				
Group I-A	$ 33.05	$ 4.20	$ 4.50	$ 41.75
All Cranes 150 Ton Capacity & Over				
Group I-B	$ 23.50	$ 4.20	$ 4.50	$ 32.20
Oiler/Driver/Flagman				
Group II	$ 29.00	$ 4.20	$ 4.50	$ 37.70
Concrete Placing Booms				
Concrete Pump, Truck Mounted				
Dragline				
Drill Rig, Truck Mounted, Watson Class				
Grader				
Group IV	$ 23.75	$ 4.20	$ 4.50	$ 32.45
Dozer				
Drill Rig, Truck Mounted (Sterling Class)				
Gradall				
Front End Loader				
Backhoe Loader Combination				
Track Hoe/Excavator				
Skid Steer/Bobcat				
Pavement Breakers				
Straddle Buggy/Travel Lift				
Trenching Machine				
Mechanic II				
Welder				
Group V	$ 23.25	$ 4.20	$ 4.50	$ 31.95
Batching Plant				
Boring Machine				
Concrete Pump, Trailer Mounted				
Forklift				
Hoists (Electric, Hydraulic, Air)				
Personnel, Material, Tugger				
Inside Elevators, Temporary Only				
Spreading/Finishing Machine				

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OPERATING ENGINEERS, Continued				
Group VI	$ 22.10	$ 4.20	$ 4.50	$ 30.80
Compressor, Above 250 CFM				
Utility Operator				
Less than Six (6) pieces of				
Miscellaneous Equipment				
Driver, Miscellaneous Trucks				
Pumps/Dewatering Systems (4 Inch and Over)				
Roller				
Scraper				
Off-Road Trucks				
Tractors				
Welding Machines, 3 or More				
Group VII	$ 22.75	$ 4.20	$ 4.50	$ 31.45
Oiler, Crawler Crane				
Mechanic's Helper				
Davis Bacon	$ 14.21	$ -	$ -	$ 14.21
Vactor Truck				

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	$ 13.06	$ 4.20	$ 4.50	
2nd 6 months	14.37	4.20	4.50	
3rd 6 months	15.68	4.20	4.50	
4th 6 months	16.98	4.20	4.50	
5th 6 months	18.29	4.20	4.50	
6th 6 months	19.60	4.20	4.50	
7th 6 months	20.90	4.20	4.50	
8th 6 months	22.21	4.20	4.50	

APPRENTICE RATIO: Three (3) Apprentices to one (1) Operator. Apprentices must be under the supervision of a Oper

(1) Per hour health benefit includes hospitalization, medical and life insurance.

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[redacted]

PAINTERS/WALL COVERING INSTALLATIONS

Painter - Commercial	$ 16.21	$ 4.30	$ 5.93	$ [redacted] 24.44
Painter - Industrial	20.21	4.30	4.03	[redacted] 28.84

Industrial Rates are used on Water Treatment Plants, Pump Stations, Elevated / Ground Storage Tanks and Communication Towers.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	$ 10.54	$ 4.30	$ 1.00	[redacted] 15.8
2nd 6 months	11.35	4.30	1.00	16.6
3rd 6 months	12.16	4.30	1.00	17.4
4th 6 months	12.97	4.30	1.00	18.2
5th 6 months	13.78	4.30	1.00	19.0
6th 6 months	14.59	4.30	1.00	19.8
7th and 8th 6 months	15.40	4.30	1.00	20.7

Per Hour Premiums:
$1.00 Swing Stage
$2.00 Thermal Spay/Metalizing
$1.00 Charge person working up to 5 employees
$1.50 Charge person working 6 or more employees
$1.00 General Foreman above highest paid charge person
$ .50 Apprentices - steel, swing/stage, tanks, lead/asbestos abatement, power facilities, catalyzed epoxies, urethanes, HIPAC coatings

Highway/Parking Lot Striping Only

Painter (Highway/Parking Lot Striper)	$ 12.13	$ -	$ -	$ [redacted] 12.13
Operator (Spray Nozzleman)	$ 11.16	$ -	$ -	[redacted] 11.16

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metallizing, flame spray, the application of Exterior Insulating Finishing Systems.

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PAINTERS/WALL COVERING INSTALLATIONS, Continued

Each and all such applications and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences, buildings, structures, industrial, power, chemical and manufacturing plants, bridges, tanks, vats, pipes, stacks, light and high tension poles, parking, traffic and air strip lines, bucks, automobile and railroad cars, ships, aircraft, and all machinery and equipment.

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal, mold remediation and vapor barrier systems.

The inspection of all coatings and/or coating systems during their applications.

WALL COVERING INSTALLATIONS

All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories.

Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

APPRENTICE RATIO: One (1) Apprentice to three (3) Painters/Wall Covering Installers.

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CLASSIFICATION	BASE RATE	FRINGE BENEFITS	OVERTIME	TOTAL
PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Piledrivers and Bridge Carpenters	$ 25.20	$ 3.51	$ 6.35	$ 35.06
Foreman (3 or less workers)	28.70	3.51	6.35	38.56
Divers (Wet days up to 59' or Dry days)	$ 29.65	$ 3.51	$ 6.35	$ 39.51
Diver Tenders	$ 29.65	$ 3.51	$ 6.35	$ 39.51

Foremen (10 or less) - $2.00 per hour over the divers rate
Foreman (11 or more workers) - $4.00 per hour over the Diver rate

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of $1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of $2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of $1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration $1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$ 15.12	$ 3.51	$ 6.35	
2nd year	17.64	3.51	6.35	
3rd year	20.16	3.51	6.35	
4th year	22.68	3.51	6.35	

Per Hour Premiums:
$0.50 Certified Welders

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work: under this trade includes but is not be limited to, all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, dock and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (A)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles; dismantling, drilling, erecting, fabricating, fitting, handling, jagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles;

Foundation work, including all piling, whether cast-in-place, poured-in-place, driven, jetted, augered, pre-augered or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of walling, spring and fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site;

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite;

Diving shall be defined as any work performed beneath the water surface, which requires individual external life support systems for safe and efficient performance. All underwater construction and reconstruction and the salvage of and removing of underwater structures; underwater inspection and repair of hulls, docks, bridges and dams, underwater pipelines, sewages and water systems, underwater suction and discharge lines such as those used at chemical plants, pulp mills, and desalinization plants; inspecting, surveying, removing, rescuing, and recovering of all objects below water surfaces; all underwater work necessary on offshore oil platforms permanent or temporary, including all offshore floating drill rigs and offshore jack up platforms; all underwater work on pipelines and hookups including oil, gas, water sewage systems; the laying of under water power and telephone cables; offshore marine mining and dredging operations using divers in any phase of the work; all petroleum, fisheries, oceanographic, research and experimental work, nuclear reactors where the use of divers is necessary; all underwater demolition and blasting work requiring divers.

APPRENTICE RATIO: One (1) Apprentice to three (3) Piledrivers or Bridge Carpenters;

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TRADE CRAFT CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS PAID TO APPROVED PLANS (1)	OTHER FRINGE BENEFITS	TOTAL HOURLY RATE
PIPEFITTERS, AIR CONDITIONING & REFRIGERATION				
R-4 UNLIMITED RESIDENTIAL AND LIGHT COMMERCIAL UP TO 10 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 18.65	$ 7.10	$ 1.00	$ 26.75
R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP TO 50 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 22.02	$ 7.10	$ 4.00	$ 33.12
R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC REFRIGERATION, PIPING UP TO 100 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 27.08	$ 7.35	$ 4.60	$ 39.03
R-1 COMMERCIAL UNLIMITED, ALL PIPING SYSTEMS OVER 100 TONS				
Pipefitter, Air Conditioning & Refrigeration	$ 33.83	$ 7.35	$ 4.95	$ 46.13
Foreman (2)	$ 38.89	$ 7.35	$ 4.95	$ 51.19
General Foreman	$ 42.26	$ 7.35	$ 4.95	$ 54.56

Apprentices:

NOTE: Apprentices will be permitted to work at those rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

First Year (without license)	$ 14.45	$ -	$ 0.35	$ [illegible]
First Year (with license)	$ 15.45	$ -	$ 0.35	$ [illegible]
Second year (without license)	15.85	5.70	0.35	[illegible]
Second year (with license)	16.85	5.70	0.35	[illegible]
Third year (without license)	18.65	5.70	0.35	[illegible]
Third year (with license)	19.65	6.70	0.35	[illegible]
Fourth year (without license)	20.34	5.70	3.29	[illegible]
Fourth year (with license)	21.34	5.70	3.29	[illegible]
Fifth year (without license)	25.40	6.15	3.45	[illegible]
Fifth year (with license)	26.40	6.15	3.45	[illegible]

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Foreman required for 5 or more workers; also required on all jobs 150 tons or over. A foreman may supervise up to 9 Pipefitter, Air Conditioning & Refrigeration Workers.

(3) General Foreman required when 3 foreman are required.

Scope of work under this trade includes but is not be limited to: All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, by any method; and the charging and testing, servicing of all work after completion.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

The installation and service of all circulating water lines when used for the distribution of heat and heat transfer equipment on ornamental pools, commercial and residential pools and spas, display fountains and equipment.

All piping, handling and setting of equipment in connection with central distributing filtration treatment stations, boosting stations, water treatment, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling tanks, aeration basins or tanks and lift stations. (This applies to public work when installed or serviced and would apply to private work after its completion and or under public operation.)

The handling, assembling and erecting of all economizers, super heaters, regardless of mode or method of making joints, hangers and erection of same, when used in connection with the pipefitting industry.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc., when in connection with the pipefitting industry.

The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same when used in connection with the pipefitting industry.

The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc., when used in connection with the pipefitting industry.

Make-up water supply from main to equipment installed by Pipefitters.

All meters for measuring a volume of any substance, when used in connection with the pipefitting industry.

The setting and hanging of all units or fixtures for ice making when unit must be assembled before operation. (Shipping bolts, grids and other parts are to be removed or put in place.)

All solar systems, piping and collectors of every description when used in connection with the pipefitting industry.

The installation and service of hydraulic or pneumatic door openers when in connection with industrial, manufacturing and commercial applications. Airports included.

All gas piping from the main to the meter. All distribution lines.

The assembling, erecting, handling and setting of tanks used in connection with the pipefitting industry.

The setting, erecting and piping for all smoke consuming and smoke washing and regulating devises, when used in connection with the pipefitting industry.

The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.

The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto, when used in connection with the pipefitting industry.

Installations of drain lines from equipment installed by pipefitters where drain lines drop to a safe waste, floor drain, roof, or any open fixture and where drain lines are not directly connected to a sanitary system.

Recovery condensate systems in their entirety.

The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformer and piping to switches of every description.

The installation and service of vacuum cleaning equipment and piping when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.

The installation and service of oxygen systems when used in connection with manufacturing, commercial & industrial application.

All sheet lead lining for tanks or vats for all purpose, when in the category of industrial work.

All piping for refilling work and racks of every description, whether screwed or welded when assigned by the Contractor.

All power plant piping of every description, as it applies to the pipefitting industry.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

The unloading, handling and setting of all sterilizers, laundry and cleaning equipment will be done by composite crew. Steam and oil lines will be done by this trade classification.

Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method, when used in connection with the pipefitting industry.

All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints used in connection with the pipefitting industry.

The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipefitting industry. Hangers, supports, brackets requiring off site fabrication may be purchased from miscellaneous metal or structural steel fabricators.

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in connection with the pipefitting industry.

The operation, maintenance, repairing, servicing, test and balance, and dismantling of all work installed by this trade classification.

All soot blowers and soot collecting piping systems, when used in, connection with the pipefitting industry.

All piping for artificial gases, natural gases, holders and equipment for same, chemicals, minerals and by products and refining of same, when used in connection with the pipefitting industry.

All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc., when used in connection with the pipefitting industry.

All pneumatic transit tube work and all piping for carrying systems by vaccum.

All process piping and equipment for refining, manufacturing, and industrial purposes.

The installation and service of all piping systems and equipment with grease pressure lubricating and hydraulic lifts in connection with industrial manufacturing, commercial and maintenance facilities applications (excluding schools). Service station installations optional pertaining to grease pressure and hydraulic lift installations until assigned.

The installation of all related piping, fuel storage tanks and exhaust piping for emergency generators, manufacturing plants, airports, post offices and industrial applications.

The installation and service of all air piping and related equipment in connection with manufacturing plants, industrial, airports, post offices, etc.

The installation and service of all fuel oil, gasoline and cleaning solvent piping and related equipment in connection with manufacturing plants, industrial, airports, post offices. Maintenance facilities and service stations optional until assigned.

The installation and service of all oxygen and acetylene piping systems and related equipment in connection with manufacturing plants or remote distribution systems and industrial applications. Maintenance facilities and service stations optional until assigned.

The setting, erecting and piping of all cooling towers and evaporative condensers.

All work related to the removal and replacement of CFC Refrigerants as mandated by the federal, state and local laws.

All work done in the pipefitter industry to comply with any environmental rules or regulations as set forth by federal, state, or local governments.

Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by qualified Employees under this trade classification.

The operation of pumps, air compressors and welding machines when used in conjunction with work covered by the pipefitters, shall be done by this trade classification.

The testing and balancing of all piping systems or component parts thereof and solar systems, shall be done by this trade classification.

Temporary mechanical equipment and air conditioning systems shall be installed and serviced by this trade classification.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

The unloading and handling from curbstone delivery, all equipment (including cooling towers) materials, the erection, installation of all tubing and piping, the setting and hanging of all units and fixtures which are included and necessary to make and complete an air conditioning, refrigeration, heating, piping installation, and solar installation, including the charging, testing, air and water balancing, servicing and maintenance of same and warranty of same.

APPRENTICE RATIO: One (1) Apprentice to one (1) Pipefitter, Air Conditioning & Refrigeration Worker

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PLASTERERS AND CEMENT MASONS				
Plasterers	$ 16.05	$ -	$ -	$ 15.05
Cement Mason/Concrete Finisher	11.13	-	-	10.13

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work shall consist of any and all plastering and concrete finishing.

Scope of work under the plastering trade includes but is not limited to the application of any type of lathing, scratch and finishing with the entire plastering industry, Stucco, EIFS, Synthetics, etc.

Scope of work under the Cement Mason Finishers trade includes but is not limited to the set up and finish of any type of concrete including but not limited to, curb and gutter, steps, man holes, flatwork, slabs structures, and all types of decorative concrete, including all types of stamp concrete, saw cut designs and color chemical (acid) stains.

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PLUMBERS

Plumbers	$ 28.08	$ 5.30	$ 3.74	
Foremen (10 or more employees)	32.40	5.30	3.74	
General Foremen (16 or more employees)	35.29	5.30	3.74	

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$ 12.64	$ 2.18	$ -	
2nd year	14.44	3.55	0.50	
3rd year	16.48	3.67	0.68	
4th year	18.52	3.79	0.68	
5th year	21.06	3.41	0.68	

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not be limited to: the installation of appliances, piping and plumbing fixtures to be done by plumbers, plumbers apprentices and apprentice applicants. All job site unloading from tailgate and after, all of the handling and rigging of materials, fixtures, appliances having waste, water or gas connections, tools and equipment, for use in the work covered shall be done by plumbers, plumbers apprentices and apprentice applicants. Also included, where required, cement, under tubs and all cementing of pipe supports and columns for piping systems. All filling and testing fixtures and pipes as required, including the layout and hook-up of water hoses for tests. Additionally where required: covering of fixtures for protection, grouting of all fixtures and cementing of all plumbing pipe chases and sleeves.

Plumber shall mean any person employed by a firm or corporation lawfully licensed to contract for and install work covered by the Plumbing Code of Miami-Dade County. The scope of work shall be, but not limited to as follows: All piping, setting and handing of all units and fixtures for plumbing systems, water, waste, floor drains, drain gates, supply, leadery soil pipe, grease traps, sewage and vent lines. All cold, hot and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment. All piping in connection with central distributing filtration treatment stations, boosting stations, water and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basin, filter basins, setting basins, and aeration basins or tanks and lift stations on private property.

All potable water mains for whatever source, including branches and fire hydrants, etc. All potable water services from mains to buildings, including water meters and water meter foundations. All piping for potable water filters, water softeners, water meters and the setting of the same. All meters for measuring a volume of any substance, when used in connection with the plumbing industry. The laying out and cutting of holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports and boxes used in connection with the plumbing industry. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and material used in connection with plumbing. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method, when used in connection with the plumbing industry.

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PLUMBERS, Continued

Prepare and grade trenches either manually or with machines in connection with the plumbing. The setting and hanging of all units of fixtures for ice making when units are complete and ready for operation. All solar systems, piping and collectors of every description when used. All gas piping on the building side of meter, all piping of air systems including the assembling, erecting, handling and setting of all equipment used in the systems. The assembling, erecting, handling and setting of tanks, piping of instruments, measuring devices, thermostatic controls, gauges boards and other controls, oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto. Installation of drain lines from equipment installed by pipefitters where directly connected to a sanitary system and condensate drain as part of system.

Down spouts and drainage area soil pipes, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, air conditioning and heating drain directly connected to storm drains and condensation systems. The installation and service of vacuum cleaning equipment and piping, vacuum systems and the installation and service of oxygen systems. All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked, expanded and rolled joints, or any other mode or method of making joints in connection with the plumbing industry.

Inspections of sewer lines for leak and damages through the use of video camera inspections aand the repairing of any leaks or replacing pipes.

Smoke testing on sanitary piping systems and the repairing of damaged pipes; domestic water piping; reclaim water and irrigation water distributony wate pipe locating and leak detection and repairs of all water services, water distribution, irrigation and reclaim water piping.

All reclaim water systems and water harvesting systems installed and maintained by the plumbers including underground tank, above ground tanks, pumps and filters and filtering systems.

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ROOFERS

Roofer (Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs)	$ 13.59	$ -	$ -
Roofer: Metal Roof	$ 17.10	$ -	$ -

Scope of work under this trade includes but is not be limited to: Slate and tile roofers shall do all work on the following: All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make watertight. All tile where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing to make watertight. All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make watertight. All cementing in or around said slate or tile roof. All laying of felt or paper beneath the above mentioned work. All dressing, punching and cutting of all roof slate or tile. All operation of slate cutting, punching machinery. All substitute material taking the place of slate or tile, as asbestos, slate or tile, cement or composition tile, excepting shingles of wood or metal tile. All removal of slate or tile roofing as defined above where the same is to be re-laid.

Composition roofers shall do all work on the following: All forms of plastic, slate, slag and gravel roofing. All kinds of asphalt and composition roofing. All rock asphalt and composition roofing. All rock asphalt mastic when used for damp and waterproofing. All prepared paper roofing. All compressed paper, chemically prepared paper and burlap when used for roofing or damp and waterproofing purposes, with or without coating. All damp resisting preparations when applied with a mop, three-knot brush, roller, swab or spray system in or outside or building. All damp course, sheeting or coating on all foundation work. All tarred floors. All laying of tile or brick, when laid in pitch tar, asphalt mastic, marmolite, or any form bitumen. All forms of insulation used as a part of or in connection with roofing, waterproofing or damp proofing.

All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether singly or multi-ply. These shall include but not be limited to: PVC (polyvinyl chloride systems), Butyl Rubber, EPDM (ethylene propylene diene monomer), PIB (polyisobutylene), CPE (chlorosulfonated polyethylene), ECB (ethylene copolymer-bitumen and anthracite dusts.) Also know as modified or plasticized asphalt. MI insulations applied with the above systems, whether laid dry, mechanically fastened or attached with adhesives. All types of aggregates, blocks, bricks or stones used to ballast these elasto-plastic systems. All types of aggregates, blocks or stones used as a ballast for Inverted Roofing Membrane Assembly (IRMA) roofs or roofs of similar construction where insulation is laid over the roofing membrane. All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water tightness. All liquid type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.

All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or multi-ply for waterproofing either inside or outside of a building. All priming of surfaces to be roofed, damp or waterproofed, whether done by roller, mop, swab, three-knot brush, or spray systems. All types of pre-formed panels used in waterproofing (Voclay, etc.) All applications of protection board to prevent damage to the damp proofing or waterproofing membrane by other parts or during backfilling operations. All handling of roofing, damp and waterproofing materials. All hoisting of roofing, damp and waterproofing materials. All types of spray- in place foams, such as urethane or polyurethane, and the coatings that are applied over them.

All types of restaurant, coatings, mastics and toppings when used for roof maintenance and repairs.

All tear-off and/or removal (of any type of roofing), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be re-laid.

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[redacted]

SHEET METAL WORKERS

Commercial				
Sheet Metal Workers	$ 24.00	$ 5.50	$ 6.63	[redacted]
Foremen (4 - 10 workers)	26.40	5.50	6.63	
General Foremen (2 or more Foremen)	27.60	5.50	6.63	
Industrial				
Sheet Metal Workers	$ 30.96	$ 5.50	$ 6.63	[redacted]
Foremen (4 - 10 workers)	35.60	5.50	6.63	
General Foremen (2 or more Foremen)	37.15	5.50	6.63	

Industrial Rate are used for Garbage Disposal and Water & Sewer Treatment Plants.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	$ 12.00	$ 5.50	$ 3.32	[redacted]
2nd 6 months	13.20	5.50	3.65	
3rd 6 months	14.40	5.50	3.98	
4th 6 months	15.60	5.50	4.31	
5th 6 months	16.80	5.50	4.64	
6th 6 months	18.00	5.50	4.98	
7th 6 months	19.20	5.50	5.30	
8th 6 months	20.40	5.50	5.64	

(1) Per hour health benefit includes hospitalization, medical, dental, and life insurance.

Scope of work under this trade includes but is not be limited to: (a) manufacture, fabrication, assembling, handling, erection, installations, dismantling, conditioning, adjustment, alteration, repairing and serving of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air vevor systems, exhaust systems and air handling systems regardless of materials used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and, (e) installation of proprietary and non proprietary metal roofing.

APPRENTICE RATIO: three (3) Apprentices to three (3) Sheet metal Workers.

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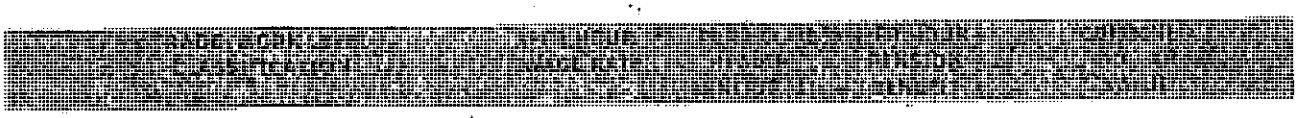

SPRINKLER FITTERS

Low Commercial: Construction up to 12 stories and all warehouses with unlimited areas.			
Sprinkler Fitters	$ 25.73	$ 9.07	$ 8.70
Foremen (4 or less workers)	27.48	9.07	8.70
Foremen (5 or more workers)	27.98	9.07	8.70
General Foreman (15 or more workers)	29.98	9.07	8.70
Commercial: Construction 13 stories or more.			
Sprinkler Fitters	$ 26.98	$ 9.07	$ 8.70
Foremen (4 or less workers)	28.73	9.07	8.70
Foremen (5 or more workers)	29.23	9.07	8.70
General Foreman (15 or more workers)	31.23	9.07	8.70

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, . Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$ 13.49	$ 9.07	$ 1.25
2nd year	14.84	9.07	1.38
3rd year	16.19	9.07	1.63
4th year	19.30	9.07	8.08
5th year	21.87	9.07	8.33

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: the installation of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping and tubing appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, hose houses and hydrants, standpipes and hose connections with sprinkler and alarm systems, also all tanks and pumps connected thereto, but excluding steam fire protection systems. Also, included shall be CO2 and Cardox systems and detection systems, mulsifyre, fog and fog foam, also dry chemical systems.

APPRENTICE RATIO: One (1) Apprentice for every two (2) Sprinkler Fitters.

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[redacted]

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon wage determination in effect for Miami Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

Internal Services Department
Small Business Development Division
The Stephen P. Clark Center
111 N.W. 1st Street - 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-3160

NOTICE

County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE
You must be paid not less than the required base hourly rate for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the schedule posted with this notice for the type of work you are performing as listed on the wage and benefits schedule applicable to this project.

APPRENTICES & TRAINEES
Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS
Sanctions for a first time offender are 20% of the amount of underpayment payable to the County. The sanctions increase to 40% for the second underpayment and 60% for the third underpayment. Contractors found to have underpaid a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

Internal Services Department
Small Business Development Division
111 NW 1ST Street, 19TH Flor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

or

Miami-Dade Aviation Department
Minority Affairs Division
P O Box 025504, Miami, FL 33102-5504
Telephone: (305) 876-7764
Email: MCollins@miami-airport.com

MIAMI-DADE
COUNTY
Carlos A. Gimenez, Mayor

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____ (PRINT NAME)

the _____ (PRINT TITLE) of _____ (PRINT NAME OF BIDDER OR PROPOSER)

who attests that _____ (PRINT NAME OF BIDDER OR PROPOSER) shall pay workers on the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20__.

_____ Personally known or _____ produced identification.

_____ (Signature of Notary Public - State of Florida)
Name of

_____ (Print, Type, or Stamp Commissioned Notary Public)

Type of identification produced: _____

MIAMI-DADE
Delivering Excellence Every Day
FORM

140

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-00(
Expires: 01/31/201

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | PROJECT OR CONTRACT NO.

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEE
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MDC1164

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each labo or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefi

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____, from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

EXHIBIT "F"

FORM OF CERTIFIED JOBS ANNUAL REPORT

EXHIBIT "F": FORM OF CERTIFIED JOBS ANNUAL REPORT

[To be Placed on Company Letterhead]

Job Certificate

Company Name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____

Email: _____

Date Job Maintenance Period Began: _____

Date Job Maintenance Period Ends: _____

Reporting Period of this Certificate: _____

This Certificate must be completed to document the number of Certified Jobs for the Hiring Condition, as required in the Amended and Restated Lease Agreement between Miami-Dade County and Landmark QOZB Construction, LLC. This page of the Job Certificate must be completed. This Job Certificate must be based upon a report run from the Tenant's or Subtenant's HR system and be based upon RT-6 filings with the State of Florida. The County's rights to audit and otherwise confirm the number of Certified Jobs are set forth in the Lease.

I hereby certify that the information in this Job Certificate and any accompanying documents is true and correct to the best of my knowledge, information and belief based upon Tenant's records and based upon the RT-6 filings with the State of Florida. (Please include a signature from Tenant's Certified Public Accountant or from a Vice President or higher-ranking officer or, in the case of an LLC, a manager or managing member.)

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "G"

COMMUNITY BENEFITS

EXHIBIT "G": COMMUNITY BENEFITS

1. Prior to completion of the Phase I, Tenant shall enter into an agreement with the Miami-Dade County School Board (**"School Board"**) for the establishment and operation of a joint educational program (**"Educational Program"**) for students interested in the sports industry. The Educational Program shall include (1) enhancements, such as maintenance of athletic fields, sporting equipment, (2) instructional support, including guest speakers, for students enrolled in the Educational Program, (3) "hands-on" training for students in the Educational Program at the Demised Property, including appropriate facilities, (4) work-based learning opportunities, including job shadowing and internships, for students in the Educational Program, and (5) post-graduation employment opportunities for students in the Educational Program.

2. Within thirty (30) days the Effective Date of this Lease, Tenant shall enter into a partnership agreement with Florida Memorial University (**"Florida Memorial"**) for the establishment and long-term funding of a scholarship fund and Florida Memorials' endowment (**"Fund"**) and the creation of an internship program for Florida Memorial Students. The partnership agreement shall include: (1) an initial $40,000.00 contribution to the Fund, (2) upon completion of Phase I, an annual event on the Demised Property, with profits dedicated to the Fund and guaranteed by Tenant to equal at least $40,000.00 per year for the term of the Lease, and (3) upon completion of the Phase I the provision of at least ten (10) paid summer internships each year for Florida Memorial students.

3. Commencing at the end of the second calendar year after completion of the Phase I, the Tenant shall ensure the creation and maintenance of 767 Certified, which are full-time, or full-time equivalent jobs for a period of 15 consecutive years, as set forth in this Lease Agreement.

4. Tenant shall establish a job Training Program, with a preference for residents of zip codes 33014, 33015, 33054, 33055, 33056, 33162, 33167, 33169, and 33179, and will endeavor to employ graduates of the Training Program, of the Educational Program, and of Florida Memorial. Tenant will also endeavor to employ residents of zip codes 33014, 33015, 33054, 33055, 33056, 33162, 331676, 33169, and 33179 on the Demised Property.

EXHIBIT "H"

RENTAL REGULATORY AGREEMENT

EXHIBIT H
Rental Regulatory Agreement

This Instrument Was Prepared By:

Assistant County Attorney
Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Record and Return to:
Miami-Dade County
Real Estate Development Division
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128
Attention: Director

MIAMI-DADE COUNTY
RENTAL REGULATORY AGREEMENT

WHEREAS, pursuant to Resolution No. _____, adopted by the Miami-Dade County Board of County Commissioners (hereinafter the "**Board**"), on _____, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "**County**"), the Board approved an Assignment and Amended and Restated Lease and Development Agreement between the County and Landmark QOZB Construction, LLC, a Florida limited liability company, and its permitted successors and assigns (hereinafter "**Tenant**"), dated _____, 20__ (hereinafter the "**Lease**") on the property more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the Lease requires, in part, that the Tenant shall cause the construction of a minimum of 1,000 affordable housing residential units in several building on the County's Landmark property (described as Affordable Housing Facilities in the Lease), which such rental units shall be rented to individuals and families whose incomes do not exceed 120% of area median income; and

WHEREAS, in connection with the Lease, the Tenant agrees to maintain the rents at certain prescribed rates, as set forth in the Lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Lease and this Rental Regulatory Agreement and for other good and valuable consideration received and acknowledged as of _____, 20__, the Tenant, whose address is 2990 Ponce De Leon Boulevard, Suite 500, Coral Gables, Florida 33134, its successors and assigns, and the County having its principal address of 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, through its Internal Services Department, or successor department, hereby agree as follows:

PROPERTY ADDRESS: 20000 N.W. 47 Avenue

Dwelling Units: A minimum of 1,000 units (the "**Units**")

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

Utility Allowance: The County shall establish maximum monthly allowances for utilities and services (excluding telephone) and update the allowances annually, however, in no event shall those utilities be in excess of thirty (30%) percent of a renter's household income.

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

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

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

Affordable: Rents, as defined herein.

WITNESSETH:

I. The Tenant hereby agrees with respect to the subject property for an "Affordability Period" which shall be the period beginning on the date of recordation of the first Certificate of Occupancy for the Project, as defined below, and ending on the date which is thirty (30) years after the Effective Date of the Lease, plus any and all renewal option periods, that:

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

This Agreement shall be a recorded restrictive covenant on the leasehold interest in the subject property, and all buildings and other improvements constructed or to be constructed thereon by the Tenant (collectively, the "**Project**"). The subject matter of this Rental Regulatory Agreement and the covenants set forth herein touch and concern a portion of the subject property, described in the Lease as the "Demised Property.". It is the intent of the parties that this Rental Regulatory Agreement and the covenants set forth herein run with the subject property, and specifically the portion of the property described in the Lease as the Demised Property.

This Agreement shall be binding on the subject property, particularly the Demised Property, and upon any purchaser, grantee, transferee or owner of the leasehold estate under the Lease, and on the heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee or owner for the length of time that this Rental Regulatory Agreement shall be in force, which is thirty (30) years after the Effective Date of the Lease, plus any and all renewal option periods, and the Tenant hereby makes and declares these restrictive covenants which shall run with the title to the leasehold estate to said subject property and be binding on the Tenant and its successors in interest, if any, for the period stated in the preamble above, during the Term of the Lease.

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

Notwithstanding the foregoing, the County hereby agrees that any cure of any default made or tendered by any Leasehold Mortgagee or Mezzanine Financing Source as such terms are defined in the Lease, shall be deemed to be a cure by the Tenant and shall be accepted or rejected on the same basis as if made or tendered by the Tenant. Copies of all notices which are sent to the Tenant under the terms of this Rental Regulatory Agreement shall also be sent to any Leasehold Mortgagee or Mezzanine Financing Source who shall have notified the County, specifically, the Internal Services Department, of its name, address and interest prior to such notice.

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

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

The Tenant agrees that all residential tenant leases of the Units shall (a) be for an initial

term of not less than one (1) year, (b) be renewed at the end of each term except for good cause or mutual agreement of the Tenant and residential tenant.

The Tenant agrees to comply with all applicable laws and regulations, including but not to those certain regulations more fully described in the Lease, or the most current versions of such rules, regulations, requirements and/or forms as adopted by the applicable governmental agency.

The Tenant shall comply with the federal Violence Against Women Act, codified at 42 U.S.C. 13701- 14040) ("**VAWA**") and the Final Rule adopted November 16, 2016, printed in Federal Register Vol. 81, No. 221, 80724-80824 (the "**VAWA Final Rule**"), which protect applicants, tenants, and program participants in federally funded programs (including HOME and Emergency Solutions Grant (ESG)) from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them regardless of sex, gender identity, or sexual orientation.

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

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

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

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

IV. Occupancy Reports.
The Tenant shall, on an annual basis, furnish to the County an occupancy report, which provides the following information:

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

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

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

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

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

(E) The Tenant shall upon written request of the County allow representatives of the County to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

V. Inspections

The Tenant shall maintain the subject property in compliance with all applicable federal and local housing quality standards, receipt of which is acknowledged by the Tenant, including those contained in Sec. 17-1, et seq., Code of Miami-Dade County, pertaining to minimum housing standards (collectively, "**Housing Standards**").

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

(B) At other times, at the request of the Tenant or of any resident, the County may inspect any unit for violations to the property standards of any applicable federal, state, municipal or Miami-Dade County Housing Standards. The Tenant and

residents will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.

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

VI. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, the Tenant will submit the following documents to the County (specifically the Internal Services Department, Real Estate Development Division):

(A) Proposed form of resident application.

(B) Proposed form of occupancy agreement.

(C) Applicant screening and tenant selection policies.

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

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

(E) At any time (monthly, quarterly, annually), the Tenant agrees that the County has the right to:

1. Evaluate and test the Waiting List Policies.
2. Pull records to review and assess any and all abnormalities relative to the demographic mix.
3. Ensure fair and equal access to the Units were offered by the Tenant and its agents.

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

The Tenant, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available

units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. The Tenant, its agents and/or representatives shall also provide the County with the contact information for the Tenant, its, agents and/or representatives.

VII. Affirmative Marketing Plan

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

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

(B) The Affirmative Marketing Program shall be submitted to the County, specifically the Internal Services Department, Real Estate Development Division, for approval at least every five (5) years and when there are significant changes in the demographics of the project or the local housing market area.

VIII. Financial Reports

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

(B) The Tenant will create a reserve for maintenance to be funded at an agreed upon amount, with the County, on a per unit per year basis. This reserve may be combined with reserve accounts required by any other parties making loans to the Tenant and will be deemed satisfied by any deposits made by the Tenant in accordance with loan documents which contain a maintenance reserve requirement of at least Two Thousand ($2,000.00) Dollars per unit per year.

IX. Action by or Notice to the County

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

Real Estate development Division
Internal Services Department
Miami-Dade County
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128
Attn: Director

Copy to:

Miami-Dade County Attorney's Office
111 N.W. 1 Street
Suite 2810
Miami, Florida 33128
Attn: Assistant County Attorney

or any of their successor agencies or departments.

X. Recourse:

(A) In the event of a default by the Tenant under this Rental Regulatory Agreement, the County shall have all remedies available to it at law and equity.

XI. Rights of Third Parties:

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

XII. Conflict with Other County Rental Regulatory Agreements:

(A) Where the terms, conditions and obligations set forth in this Rental Regulatory Agreement conflict with another Rental Regulatory Agreement on the subject property executed between the Tenant and the County, the terms, conditions and obligations set forth in this Rental Regulatory Agreement shall prevail.

SIGNATURES APPEAR ON FOLLOWING PAGES

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

TENANT:

Landmark QOZB Construction, LLC
a Florida limited liability company

By:_____
Name:
Title:

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this __ day of _, 20__ by _____, as _____ _____of _____, a Florida limited liability company, on behalf of the company. _____ is personally known to me or has produced identification.

NOTARY SEAL:

_____ NOTARY PUBLIC
Print Name:_____
Commission No._____
_____
My Commission Expires:_____

MIAMI-DADE COUNTY, FLORIDA

By:_____
County Mayor or County Mayor's Designee

ATTEST:

JUAN FERNANDEZ BARQUIN
CLERK OF COURTS AND COMPTROLLER

By: _____
DEPUTY CLERK

EXHIBIT "I"

HIS HOUSE CONSTRUCTION PLANS

EXHIBIT I
HIS HOUSE FACILITY

- Tenant shall relocate the His House, which is currently in possession of the property on the Landmark property, to a different portion of the Landmark property to be identified by Tenant and approved by the Landlord. Prior to the successful relocation of His House the Tenant shall not disturb the His Houses' quiet enjoyment on the Landmark property and shall communicate and coordinate with His House in order for the Tenant to minimize potential disturbances and inconveniences caused by development activity on the Landmark property.

- The Tenant shall construct a new facility on the Landmark property for His House, which meets the following requirements:

    - The facility is separated by a wall, fence, or other barrier so that His House is able to restrict the public from access and the children residing in each facility from entering the other areas of the Landmark property;

    - The facility for His House shall be in conformance with the site plan that is approved by both the Landlord and His House and all applicable governmental site plan requirements, including but not limited to stormwater requirements, and shall include the following minimum requirements:

        - 11 contiguous acres of land in Landmark (excluding the Government Parcel) suitable for the construction and operation of new facilities for His House
        - Administrative space of 64,000 SF
        - Eight single-story housing structures of 3,600 SF each (totaling 28,800 SF)
        - Four multi-story housing structures of 13,200 SF each (totaling 52,800 SF)
        - Three playfield areas totaling 70,550 SF
        - 400 parking spaces, some of which may be located a short distance away from the His House facility, but within easy walking distance to and from the facility.
        - The final agreements for the design, construction and financing of the new facilities at Landmark for His House as applicable, will require Tenant to deliver facilities that are designed and constructed in accordance with Exhibits "I" to this Lease and that are fully built-out, including, for example, paint, which wall colors are selected by the Non-profit Organization, carpeting, fully installed air conditioning, ceiling light fixtures, and appropriate kitchens (i.e. turnkey).
        - The Tenant shall, design and construct the Non-profit Organization facilities in accordance with the Landlord'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"). Plus, other applicable sustainable requirements outlined in the lease.

- A safe pedestrian path for access to the facility from N.W. 47 Avenue or N.W. 199 Street;

- The His House facility shall be designed and constructed in a manner which meets the rules and regulations of the Florida Department of Children and Families (DCF), Florida Administrative Code, the requirements of the governmental entities governing their operations, and all licensing requirements for the His House to continue its current operations at its current capacity, including but not limited to the same number of beds.

EXHIBIT "J"

CFCE CONSTRUCTION PLANS

EXHIBIT J
Concept for CFCE

1. The lease with the Developer will include a requirement that Developer successfully relocate CFCE.
2. Successful relocation means:
    a. The Developer has constructed on the Landmark property or other property approved by the County a new facility for CFCE which meets, at a minimum the following requirements:
        i. The parcel upon which the facility is constructed shall be at least 2 acres in size;
        ii. the facility shall include the following minimum requirements:
            1. administrative space of 4,000sf
            2. housing space of 6,600 sf
            3. playfield area of 500 sf
            4. ___ parking spaces;
        iii. the facility shall have sufficient ingress and egress;
        iv. The facility shall be designed and constructed in a manner which meets all applicable laws, including the Miami-Dade County Building Code, the rules and regulations of the Florida Department of Children and Families (DCF), and all licensing requirements for CFCE to continue its current operations at its current capacity, including but not limited to the same number of beds.
3. Payment:
    a. If County owns the improvements, CFCE shall pay rent to County in the amount of current rent plus costs and security (current payments) plus an escalator (which may be subject to a separate lease agreement);
        i. OR
    b. If CFCE owns the improvements, financing shall be arranged by Developer for CFCE in a manner where payments do not to exceed CFCE's demonstrated ability to pay or the amount of their current required payments of rent and other costs to the County.
        i. If CFCE ceases to use the property for child welfare purposes, the improvements shall upon written notice from the County be immediately transferred or conveyed to the County at no cost to the County (reverter).
        ii. At all times County will own the land
4. CFCE will stay in its current location until CFCE is successfully relocated.

EXHIBIT "M"

GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE

EXHIBIT "M": GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE

EXHIBIT "M": GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE

EXHIBIT "M": GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE.

EXHIBIT "M": GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE

EXHIBIT "N"

LEGAL DESCRIPTION AND SKETCH OF WATER RETENTION PARCEL

EXHIBIT "N":
LEGAL DESCRIPTION AND SKETCH OF WATER RETENTION PARCEL

MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES
DIVISION OF ENVIRONMENTAL RESOURCE MANAGEMENT
WATER MANAGEMENT DIVISION

SKETCH AND LEGAL DESCRIPTION TRACTS 44-46 AND A PORTION OF TRACTS 43 AND 42 IN SECTION 31-51-41 MIAMI-DADE COUNTY, FLORIDA

0 200 400 SCALE:1"=200'

NOTES:

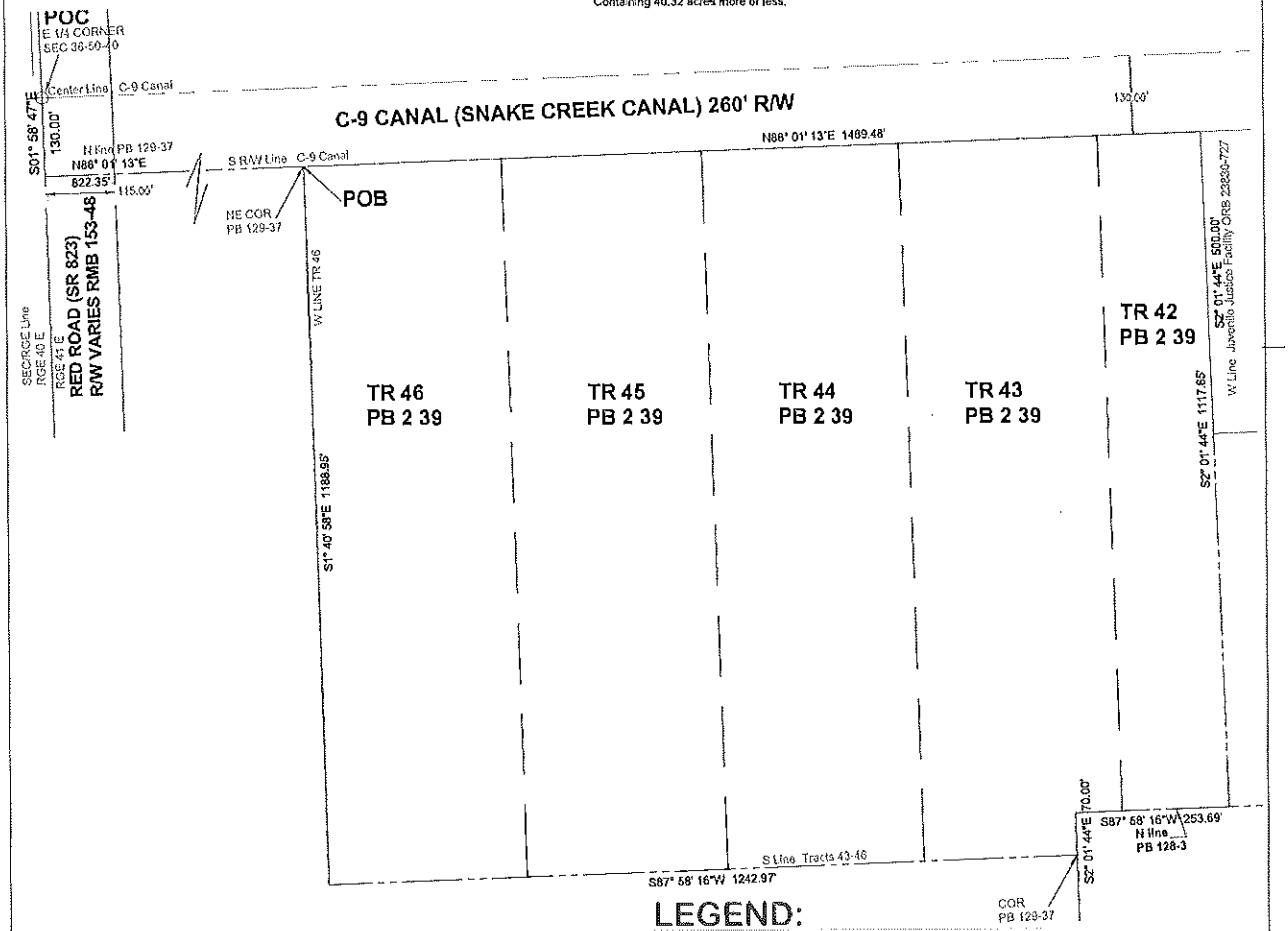
1. THIS IS NOT A BOUNDARY SURVEY,THE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY DEPICT THE ACCOMPANYING LEGAL DESCRIPTION. IT IS BASED ON THE MIAMI-DADE COUNTY SECTION MAP FOR SECTION 31 TOWNSHIP 51 SOUTH RANGE 41 EAST, THE MIAMI-DADE COUNTY PROPERTY APPRAISER'S WEBSITE, THE MIAMI-DADE COUNTY GIS SECTIONS MAP, THE MIAMI-DADE COUNTY GIS PARCELS MAP, THE FLORIDA DEPARTMENT OF TRANSPORTATION MONUMENTATION RIGHT OF WAY MAP FOR RED ROAD RECORDED IN ROAD MAP BOOK 153 AT PAGE 46, PLAT BOOK 128 PAGE 3, PLAT BOOK 129 PAGE 37, OFFICIAL RECORDS BOOK 23830 PAGE 727 AND THE 2023 FLORIDA DEPARTMENT OF TRANSPORTATION AERIAL MAPS AND SHOULD NOT BE RELIED UPON OR USED TO DETERMINE ACCURATE PROPERTY AND ROADWAY DIMENSIONS.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SECTION/RANGE LINE SHOWN ON ROAD MAP BOOK 153 PAGE 46.
3. INFORMATION PROVIDED BY MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES RESTORATION.

LEGAL DESCRIPTION:

Tracts 44, 45 and 46 inclusive together with a portion of Tracts 42 and 43 lying in Section 31, Township 51 South, Range 41 East, as shown on "The Everglades Sugar & Land Co. Subdivision according to the plat thereof as recorded in Plat Book 2 at Page 39 of the Public Records of Miami-Dade County Florida and being more particularly described as follows:

Commence at the intersection of the East Quarter corner of Section 36, Township 50 South, Range 40 East with the centerline of the C-9 (Snake Creek Canal) as shown on the Florida Department of Transportation Monumentation Right of Way map for Red Road (S.R. 823) as recorded in Road Map Book 153 Page 46 of the Public Records of Miami-Dade County, Florida; thence run S 01°58'47"E along the Section/Range line as shown on said Monumentation Map for Red Road, a distance of 130.00 feet to the intersection with the westerly prolongation of the north line of "Royal Country Second Addition" according to the plat thereof as recorded in Plat Book 129 at Page 37 of the Public Records of Miami-Dade County Florida, said line also being the southerly right of way line of the C-9 (Snake Creek Canal); thence run N 88° 01'13" E along said southerly right of way line for a distance of 822.35 feet to the northeast corner of said plat, also being a point on the west line of said Tract 46 and the POINT OF BEGINNING of the hereinafter described parcel; thence continue N 88° 01'13" E along said southerly right of way line for a distance of 1,489.48 feet to the point of intersection with the west line of that certain parcel described in Official Records Book 23830 Page 727 as the Department of Juvenile Justice Facility; thence run S 02°01'44"E along said west line and its southerly prolongation a distance of 1,117.65 feet to the point of intersection with the north line of "Royal Country First Addition" according to the plat thereof as recorded in Plat Book 128 at Page 3 of the Public Records of Miami-Dade County Florida; thence run S 87° 58'16" W along said north line a distance of 253.69 feet to the northwesterly corner of said plat; thence run S 02°01'44"E along the westerly line of said plat for a distance of 70.00 feet to the south line of said Tracts 43,44, 45 and 46 as shown on said plat of "Royal Country Second Addition"; thence run S 87° 58'16" W along said south line of said Tracts for a distance of 1,242.97 feet to the west line of Tract 46 as shown on said plat; thence run N 01°40'58"W along said west line for a distance of 1,188.95 feet to the POINT OF BEGINNING.

Containing 40.32 acres more or less.



LEGEND:

CL	CENTERLINE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
GIS	GEOGRAPHIC INFORMATION SYSTEM
MDC	MIAMI-DADE COUNTY
OR	OFFICIAL RECORDS BOOK AND PAGE (ORB)
PB	PLAT BOOK AND PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
RGE	RANGE
R/W	ROAD MAP BOOK AND PAGE
R/W	RIGHT OF WAY
SEC	SECTION

IF THIS BAR DOES NOT MEASURE 1 INCH THEN SCALE ACCORDINGLY.

REVISION DETAILS		
NO.	DATE	REVISION DESCRIPTION
1		
D:\DRAWING FILE		

PREPARED BY:	Designed By:	MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES DIVISION OF ENVIRONMENTAL RESOURCE MANAGEMENT WATER MANAGEMENT DIVISION 701 NW 1ST COURT, 5TH FLOOR MIAMI, FLORIDA 33136	SKETCH and LEGAL DESCRIPTION MIAMI-DADE COUNTY, FLORIDA In SECTION 31-51-41	SCALE: HORIZONTAL: VERTICAL :
	Drawn By :			PROJECT: REV.
	Checked By			
	Surveyor of Record:			
	Date :	APPROVED BY: FLORIDA LICENSE	DATE:	SHEET 1 of 1

LEGAL DESCRIPTION:

Tracts 44, 45 and 46 inclusive together with a portion of Tracts 42 and 43 lying in Section 31, Township 51 South, Range 41 East, as shown on "The Everglades Sugar & Land Co. Subdivision according to the plat thereof as recorded in Plat Book 2 at Page 39 of the Public Records of Miami-Dade County Florida and being more particularly described as follows:

Commence at the intersection of the East Quarter corner of Section 36, Township 50 South, Range 40 East with the centerline of the C-9 (Snake Creek Canal) as shown on the Florida Department of Transportation Monumentation Right of Way map for Red Road (S.R. 823) as recorded in Road Map Book 153 Page 48 of the Public Records of Miami-Dade County, Florida; thence run S 01°58'47"E along the Section/Range line as shown on said Monumentation Map for Red Road, a distance of 130.00 feet to the intersection with the westerly prolongation of the north line of "Royal Country Second Addition" according to the plat thereof as recorded in Plat Book 129 at Page 37 of the Public Records of Miami-Dade County Florida, said line also being the southerly right of way line of the C-9 (Snake Creek Canal); thence run N 88° 01'13" E along said southerly right of way line for a distance of 822.35 feet to the northeast corner of said plat, also being a point on the west line of said Tract 46 and the POINT OF BEGINNING of the hereinafter described parcel; thence continue N 88° 01'13" E along said southerly right of way line for a distance of 1,489.48 feet to the point of intersection with the west line of that certain parcel described in Official Records Book 23830 Page 727 as the Department of Juvenile Justice Facility; thence run S 02°01'44"E along said west line and its southerly prolongation a distance of 1,117.65 feet to the point of intersection with the north line of "Royal Country First Addition" according to the plat thereof as recorded in Plat Book 128 at Page 3 of the Public Records of Miami-Dade County Florida; thence run S 87° 58'16" W along said north line a distance of 253.69 feet to the northwesterly corner of said plat; thence run S 02°01'44"E along the westerly line of said plat for a distance of 70.00 feet to the south line of said Tracts 43,44, 45 and 46 as shown on said plat of "Royal Country Second Addition"; thence run S 87° 58'16" W along said south line of said Tracts for a distance of 1,242.97 feet to the west line of Tract 46 as shown on said plat; thence run N 01°40'58"W along said west line for a distance of 1,188.95 feet to the POINT OF BEGINNING.

Containing 40.32 acres more or less.

SCHEDULE 11.1

INSURANCE

SCHEDULE 11.1: INSURANCE

1. General Provision

Tenant, at its sole cost and expense, shall keep the Demised Property insured during the Term of this Lease for the mutual benefit of Landlord and Tenant as named insureds, against the losses, on the terms and in such amounts as are set forth herein. In addition, during the Design Phase and during the Construction Phase (each described below), Tenant shall maintain the additional coverages set forth below. Further, the Tenant shall furnish to the County Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the requirements as outlined below.

A. 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 as to management and financial strength: The company must either be rated no less than "A-" as to management, and no less than Class "VII" as to strength, by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

B. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

C. Certificates of insurance shall be furnished to the Internal Services Department / Procurement Management Services, 111 NW 1st St, Suite 1300, Miami, FL 33128-1989.

NOTE: CERTIFICTE HOLDER MUST READ:

MIAMI-DADE COUNTY

111 NW 1st STREET

SUITE 2340

MIAMI, FL 33128

2. Insurance During the Design Phase

A. Worker's Compensation Insurance for all employees of the Tenant as required by Chapter 440, Florida Statutes;

B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury

and property damage. **Miami-Dade County mnst be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in the name of the Tenant or the licensed design professional engaged by the Tenant in an amount of not less than $1,000,000.00 per claim.

3. **Insurance During the Construction Phase**

A. Worker's Compensation Insurance for all employees of the Tenant as required by Chapter 440, Florida Statues.

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procuremeut Management, as the certificate holder, must appear on the certificate of insurance.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000.00 hired vehicles used in connection with the work, in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

D. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). **The Policy shall show Miami-Dade County as Loss Payee A.T.I.M.A.**

E. Flood insurance in an amount not less than the full replacement value(s) of the completed structure(s) up to the maximum amount of coverage available through the National Flood Insurance Program (NFIP). **The Policy will show Miami-Dade County as Loss Payee A.T.I.M.A.**

4. **Insurance During the Operational Phase**

A. Worker's Compensation Insurance for all employees of the Tenant as required by Chapter 440, Florida Statutes;

B. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

D. Property Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of all real and personal property, including flood insurance. **Miami-Dade County must be shown as a Loss Payee A.T.I.M.A.**

E. Flood insurance in an amount not less than the full replacement value(s) of the competed structure(s) up to the maximum amount of coverage available through the National Flood Insurance Program (NFIP). **The Policy will show Miami-Dade County as Loss Payee A.T.I.M.A.**