MEMORANDUM

Agenda Item No. 8(F)(4)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	September 3, 2025
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving terms of a lease agreement between LRF3 MIA 77th Court LLC, a Delaware limited liability company as landlord and Miami-Dade County as tenant for the premises to be utilized by Miami-Dade Sheriff's Office as warehouse, office space and storage lot for a five year term, having a total estimated fiscal impact to the County of $8,403,528.35 for the five year term; authorizing The County Mayor to execute the same, to exercise any and all other rights conferred therein, and to take all actions necessary to effectuate same

Resolution No. R-849-25

The accompanying resolution was prepared by the People and Internal Operations Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum MIAMI-DADE COUNTY

Date: September 3, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava Daniella Levine Cava
Mayor

Subject: Office/Warehouse Lease Agreement between Miami-Dade County and LRF3 MIA 77th Court LLC, for Property located at 7821 NW 67 Street, Medley, Florida
Lease No.: 22-3015-001-0090-L01

Executive Summary

This item is for the approval of a Lease Agreement (Lease) between LRF3 MIA 77th Court LLC, a Delaware limited liability company (Landlord), and Miami-Dade County (County), as tenant, for the property located at 7821 NW 67 Street, Medley, Florida (Premises). The Premises consists of approximately 70,760 square feet of office/warehouse space and an acre of open lot/storage yard, to include parking in common with other tenants. The proposed Lease is for a five-year term and is being entered into on behalf of the Miami-Dade Sheriff's Office (MDSO). MDSO has been operating on the Premises since September 2017 at a rental rate of $7.12 per square foot. As of September 1, 2024, MDSO has been in holdover status. Throughout the holdover period, MDSO continued to pay rent equivalent to 100 percent of the monthly rental rate in effect prior to the expiration of the lease agreement. This Lease is anticipated to have a cumulative fiscal impact to the County of $8,403,528.35 over the five-year term, including base rent, operating expenses and lease management fees.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a lease agreement between the County and LRF3 MIA 77th Court LLC for the use of property located at 7821 NW 67 Street, Medley, Florida, to be utilized as warehouse, general office space, and storage lot on behalf of the MDSO. More specifically, the resolution:

- Approves the lease of approximately 70,760 square feet of office/warehouse space and an acre of open lot (Premises), to include parking in common with other tenants; and
- Authorizes a lease term of five years

The Lease is retroactive to January 1, 2025, effective on the first day of the next month following the effective date of the resolution approving the Lease. The County does not have the right to terminate this Lease for convenience.

Scope

The Premises is located in Commission District 12, which is represented by Commissioner Juan Carlos Bermudez. Written notice of the Lease was provided to Commission District 12.

Delegated Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease, to exercise all other rights conferred therein, and to take all actions necessary to effectuate the Lease.

Fiscal Impact/Funding Source
The fiscal impact to the County for the first year of the Lease term is estimated to be $1,558,842.84, which is comprised of (i) $1,132,160.04 (approximately $16 per square foot) in annual base rent; (ii) lease management fees of approximately $56,608.00, equal to five percent of the annual base rent, to be paid to the People and Internal Operations Department (PIOD) for administration of the lease; and (iii) reimbursement to the Landlord of the pro-rata share of operating expenses, which are estimated to be $370,074.80 (approximately $5.23 per square foot.) The total projected fiscal impact to the County for the Lease term is estimated to be $8,403,528.35, including base rent, operating expenses, and lease management fees. The Lease includes an annual rental increase of four percent beginning the second year, and each subsequent year thereafter. The funding source is General Fund and is budgeted in the FY 2024-25 Adopted Budget, Volume 2, Page 40 – Other Operating.

PIOD conducted an analysis of comparable rental values in the area of the property to determine the subject property's market rental value. The findings are as follows:

- 11014 NW 33 Street, Doral, Florida - $19.50 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses
- 2610 NW 89 Court, Doral, Florida - $20.50 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses
- 11500 NW 118 Way, Medley, Florida - $6.00 per square foot on an annual basis (lot). Tenant is responsible for all operating costs and expenses

Track Record/County Monitor
The County has no record of negative performance issues with the Landlord. Cindy Ramos-Leal of PIOD is the Lease Monitor. The Landlord's corporate representative is Reid T. Parker, Senior Vice President.

Background
Resolution No. R-631-17, approved by the Board on June 6, 2017, authorized the previous lease agreement with the County for an initial term of five years, with the option for two additional two-year renewals. The lease agreement expired on September 1, 2024. MDSO continued to occupy the Premises on a month-to-month basis under the holdover provision, with the prior landlord's permission, until a new lease was approved. PIOD negotiated and drafted the Lease for the Premises on behalf of MDSO.

Carladenise Edwards
Chief Administrative Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners

DATE: September 3, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(4)

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 Danielle Levine Cava Mayor

Veto __________

Override __________

Agenda Item No. 8(F)(4)

RESOLUTION NO. R-849-25

RESOLUTION APPROVING TERMS OF A LEASE AGREEMENT BETWEEN LRF3 MIA 77TH COURT LLC, A DELAWARE LIMITED LIABILITY COMPANY AS LANDLORD AND MIAMI-DADE COUNTY AS TENANT FOR THE PREMISES TO BE UTILIZED BY MIAMI-DADE SHERIFF'S OFFICE AS WAREHOUSE, OFFICE SPACE AND STORAGE LOT FOR A FIVE YEAR TERM, HAVING A TOTAL ESTIMATED FISCAL IMPACT TO THE COUNTY OF $8,403,528.35 FOR THE FIVE YEAR TERM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME, TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby incorporates the foregoing recital and approves the lease agreement between Miami-Dade County, as tenant, and LFR3 MIA 77th Court, LLC, a Delaware limited liability Company, as landlord, for the premises to be utilized as warehouse, office space and storage lot, in substantially the form attached hereto as Attachment 1 (Lease), having a total fiscal impact to the County in the amount of approximately $8,403,528.35 for the five year term; and authorizes the County Mayor or the County Mayor's designee to execute the Lease on behalf of Miami-Dade County, to exercise any and all other rights conferred therein, and to take all actions necessary to effectuate the Lease.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman **aye**
Kionne L. McGhee, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**absent**
Sen. René García	**absent**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of September, 2025. 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.

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

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. SMG

Sophia Guzzo
Anita Viciana Zapata

WAREHOUSE/OFFICE LEASE

by and between

LRF3 MIA 77th Court LLC,
a Delaware limited liability company

("Landlord")

and

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

("Tenant")

For the benefit of: Miami-Dade Sheriff's Office

Dated as of

_____ day of ________________________________, 2025

Folio No.: 30-3015-001-0090

WAREHOUSE/OFFICE LEASE

This Warehouse/Office Lease ("Lease") dated _____________ ____, 2025 ("Commencement Date") is made between LRF3 MIA 77th Court LLC, a Delaware limited liability company, whose principal place of business is located at 116 Huntington Ave, Suite 1001, Boston, Massachusetts 02116 ("Landlord"), and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 NW First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, subject to all of the terms and conditions set forth herein, that certain property (the "Premises"), which is further described below in *Item 4* of the Basic Lease Provisions, and as shown on the illustration attached hereto as "Exhibit A". The Premises is located in the Building which is described below in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land (the "Land"), which is more particularly described below in *Item 3* of the Basic Lease Provisions, which also includes one acre of vacant land, landscaping, parking facilities and other improvements including fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County, a political subdivision of the State of Florida

2. **Building:** A Warehouse Building containing 210,975 square feet, inclusive of approximately one acre of vacant storage-yard land

3. **Land (including Folio No.):** 30-3015-001-0090 - Lot Size: 345,605 square feet

4. **Project:** The Building and other improvements located on the Land located at 7821 NW 67 Street, Miami, Florida

5. **Size of Rentable Area:** 70,760 square feet

6. **Total Building Size:** 210,975 square feet

7. **Base Rent:** For the period between January 1, 2025 and the Commencement Date, the Tenant shall pay the Landlord the Rent set forth in Section 3 of the Standard Lease Provisions of this Agreement. Following the Effective Date, the Rent shall be as follows:

Period	Monthly Base Rent	Annual Base Rent	Square Foot Cost
Year 1	$94,346.67	$1,132,160.04	$16.00
Year 2	$98,120.50	$1,177,446.40	$16.64
Year 3	$102,071.30	$1,224,855.60	$17.31
Year 4	$106,140.00	$1,273,680.00	$18.00
Year 5	$110,385.60	$1,324,627.20	$18.72

8. **Tenant's Operating Expense:** Tenant shall reimburse the Landlord, as additional rent, its pro-rata share of all Basic Operating Expenses, ad valorem Real Estate Taxes and Property Insurance as defined and described in Section 3(d). Real Estate Taxes are currently estimated to be $2.55 per square foot, Property Insurance is currently estimated to be $1.58 per square foot and other operating expenses are currently estimated to be $1.10 per square foot.

9. **Tenant's Pro Rata Share:** 33.54%

10. **Security Deposit:** None

11. **Term:** Five (5) Years

12. **Option to Renew:** None

13. **Lease Commencement Date:** The first day of the next calendar month following the effective date of the resolution by the Miami-Dade County Board of County Commissioners (the "Board") approving this Lease Agreement unless vetoed by the County Mayor, and if vetoed shall become effective only upon an override by the Board. The date on which this Lease becomes effective, as provided herein, and as first written above in this Lease, is called the "Commencement Date."

16. **Expiration Date:** Five (5) years after the Commencement Date.

18. **Holdover:** If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals thereof, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month, and the rent shall be 150% of the then-current Base Rent. All of the other terms and conditions of this Lease shall remain the same and be applicable during such holdover period.

19. **Broker(s)**

Landlord's Broker: Landlord shall be responsible for commissions, as per a separate agreement between Landlord and Landlord's Broker.

Tenant's Broker: None

20. **Number of Parking Spaces:** As shown on the Site Plan attached hereto as Exhibit B.

21. **Address for Notices:**

To Landlord:	**To Tenant:**
LRF3 MIA 77th Court LLC c/o Longpoint Realty Partners 116 Huntington Avenue	 Internal Services Department 111 NW First Street, Suite 2460

Suite 1001
Boston, MA 02116
Attn: Asset Manager-Florida

With a copy to:

Longpoint Property Group
13218 W Broward Blvd
Plantation, FL 33325
Attn: Kathy Mulkern

Miami, Florida 33128
Attention: Director

With a copy to:

County Attorney's Office
Miami-Dade County
111 NW First Street, 28th Floor
Miami, Florida 33128

22. **Place of Rent Payment:** Tenant shall make all monthly Rent payments via automated clearing house ("ACH") debit. Upon execution of this Lease, Tenant shall cooperate with Landlord to establish such arrangement whereby payments of the Tenant's monthly Rent obligations are transferred by ACH debit, from an account established by Tenant at a United States bank or other financial institution to such account as Landlord may designate from time to time.

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 22), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. **LEASE GRANT**

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at 7821 NW 67 Street, Miami, Florida consisting of 70,760 square feet of warehouse space, is located on the first floor of the Building, inclusive of approximately one acre of vacant storage-yard land, is shown on the illustration that is attached hereto, marked as "**Exhibit A**", and is included herein by reference.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord, along with any sidewalks, unreserved parking areas, corridors, elevator foyers, elevators, restrooms, vending areas and lobby areas (the "Common Areas").

(c) The Tenant hereby accepts the Premises in its current improved condition, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease and to the extent that the Landlord has agreed to make any improvements and/or repairs to the Premises as described in this Lease.

(d) The Tenant shall have use of the parking spaces as shown on the Site Plan attached as **Exhibit B** hereto for its exclusive use at all times during the term of this Lease, and therefore the Tenant, and its employees, agents, contractors, licensees, and invitees, shall be entitled to utilize such parking spaces at any time. Such parking spaces shall be contiguous to one another, and shall conform to all existing governmental codes in effect at the time of Tenant's occupancy.

(e) The Landlord hereby grants to the Tenant the right to use the Building, the Land and the portions of the Building and the Land intended to be used for common use, including, but not limited to parking lot areas, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, water fountains, and elevator foyers.

2. **TERM**

(a) The Landlord and the Tenant acknowledge that: (i) the Tenant currently leases and occupies the Premises from Landlord pursuant to that certain lease agreement dated July 12, 2017 between the parties ("Prior Lease"); (ii) the Tenant is a holdover Tenant under the Prior Lease; and (iii) the lease of the Premises and relationship of the Landlord and Tenant shall be subject to and governed by this Lease Agreement upon the Commencement Date. The initial term of this Lease shall be for a period of five (5) years, and shall commence on the first day of the next calendar month following the effective date of the resolution by the Miami-Dade County Board of County Commissioners (the "Board") approving this Lease Agreement unless vetoed by the County Mayor, and if vetoed shall become effective only upon an override by the Board. The date on which this Lease becomes effective, as provided herein, as first written above in this Lease, is called the "Commencement Date." The date marking the beginning of this Lease shall be the Commencement Date. Landlord agrees not to terminate the Prior Lease or withdraw its offer to lease the Premises in accordance with this Lease Agreement on or before April 1, 2025; provided, however, that if this Lease Agreement has not been approved by the Board on or before said date, then the Landlord reserves the right to withdraw its offer to lease the Premises in accordance with this Lease Agreement and the parties shall be governed by the terms of the Prior Lease.

(b) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals thereof, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month, and the rent shall be 150% of the then current Base Rent.

3. **RENT**

(a) Commencing on the Commencement Date of this Lease, and on each subsequent anniversary of the Commencement Date, the Base Rent will be as follows: The Tenant agrees to pay Base Rent to the Landlord for the first year of the term of this Lease in the amount of One Million One Hundred Thirty-Two Thousand One Hundred Sixty Dollars and Four Cents ($1,132,160.04), which represents Sixteen Dollars ($16.00) per square foot. Base Rent for the second, third, fourth and fifth years of the term shall be increased by four percent (4%) over the previous year which is calculated as set forth below:

Period	**Monthly Base Rent**	**Annual Base Rent**	**Square Foot Cost**

Year 1	$94,346.67	$1,132,160.04	$16.00
Year 2	$98,120.50	$1,177,446.40	$16.64
Year 3	$102,071.30	$1,224,855.60	$17.31
Year 4	$106,140.00	$1,273,680.00	$18.00
Year 5	$110,385.60	$1,324,627.20	$18.72

Additionally, the Tenant shall make a one-time payment of additional Rent to Landlord on the Commencement Date which shall be calculated as the sum of the difference between rent already paid each month in accordance with the Prior Lease for the time period between January 1, 2025 and the Commencement Date, and the monthly Base Rent for Year 1 set forth above.

(b) All monthly installments of Base Rent shall be payable in advance on the first (1st) day of each calendar month during the term hereof, with the exception of the month of October, which will require additional time to be processed due to the fact that Tenant's new fiscal year commences on October 1st of each year. Base Rent for the first and last months of the term hereof shall be prorated, if necessary, based upon the number of days during each said month that this Lease is in effect. Unless otherwise authorized in this Lease, the Base Rent shall be due and payable without notice, demand, deduction, or offset to the office of the Landlord, or to such other place as the Landlord might designate in writing.

(c) The term "Base Rent" or "Rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, Building, and Land, and unless otherwise described in this Lease under Tenant's Operating Expense, is inclusive of any and all insurance, real estate taxes, administrative fees, common area service utilities, maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Tenant.

(d) Tenant's Operating Expense: Tenant shall reimburse to Landlord, as Additional Rent, its pro-rata share of any Basic Operating Expenses associated with the Premises which are incurred during the Term of this Lease. Tenant's pro-rata share shall be the percentage which the usable area of the Premises, stipulated in the Preamble to be approximately 70,760 square feet, bears to the total usable square feet contained in the Building, which is 210,975 square feet. Therefore, the Tenant's pro-rata share is 33.53%. For purposes hereof "Basic Operating Expenses" are and shall mean the following (1) costs and expenses paid or incurred by the Landlord in maintaining and the management of the building including, but not limited to, Common Area utilities; maintenance, repair and replacement of all portions of the Project, including paving and parking areas, roads, roofs (except that Landlord is responsible for replacement of the roof, Tenant being responsible only for Tenant's Proportionate Share of the cost of roof repairs), roof membrane, alleys, and driveways; mowing, landscaping, and exterior painting; the cost of maintaining utility lines, fire sprinklers and fire protection systems, exterior lighting and mechanical and building systems serving the Building or Project; amounts paid to contractors and subcontractors for work or services performed in connection with any of the foregoing; charges or assessments of any association or any restrictive covenants to which the Project is subject;

fees payable to tax consultants and attorneys for consultation and contesting taxes; environmental insurance, property management fees payable to a property manager, including any affiliate of Landlord; security services, if any; trash collection, sweeping and removal; and additions or alterations made by Landlord to the Project or the Building in order to comply with Legal Requirements (other than those expressly required herein to be made by Tenant) or that are appropriate to the continued operation of the Project or the Building as a bulk warehouse/industrial or service center facility in the market area, provided that the cost of such additions or alterations that are required to be capitalized for federal income tax purposes shall be amortized on a straight line basis over a period equal to the lesser of the useful life thereof for federal income tax purposes or ten (10) years and included in Operating Expenses only to the extent of the amortized amount for the respective calendar year, (2) real estate taxes (defined below), (3) all premiums for casualty, liability and other types of insurance obtained by Landlord relating to the Building and the Land, and (4) the monthly amortization of the cost of any repairs and replacements of a capital nature (excluding the Structural Elements (defined as Structural elements in construction and engineering refer to components that provide support, stability, and strength to a building or structure. These elements can include: Beams, Columns, Walls, Foundations, Load-bearing components) incurred by Landlord, which shall be amortized on a straight line basis over the lesser of 10 years or useful life of such item in accordance with generally accepted accounting principles, consistently applied, and is generally charged as an operating expense to the tenants by landlords of comparable buildings in the Miami-Dade County, Florida. Upon Tenant's request, Landlord shall provide Tenant with copies of specific invoices and general ledger entries to indicate that payment of a particular Basic Operating Expense was made by Landlord.

(e) Basic Operating Expenses shall not include those costs and/or expenses that are the sole financial responsibility of the Landlord, such as the Structural Elements of the Building. Notwithstanding and prevailing over anything contained herein to the contrary, Basic Operating Expenses shall not include: (1) any duplication of fees; (2) the costs of Landlord's wages, unemployment taxes, social security taxes, and assessments, (3) the cost or expense to process or handle bills and/or invoices as well as other items typically performed by landlords in similar buildings located in Miami-Dade County, Florida, (4) depreciation or amortization of the Building, (5) interest on any amortization of debts, financing or refinancing costs, (6) leasing commissions, (7) legal expenses related to making or enforcing leases, mortgages, ground rents or increases, (8) Landlord's executive salaries, (9) costs of tenant's improvements made specifically for the Tenant (and/or any other tenant), (10) advertising and promotional expenses, (11) inheritance, franchise, gains or income taxes, (12) costs of remedial action for hazardous materials, and (13) except to the extent Tenant has expressly agreed to incur all or a portion of the following costs pursuant to the terms of this Lease, costs of curing violations of any laws and other requirements of any public authorities existing on the date hereof and any fines or penalties payable with respect thereto.

(f) Landlord shall have the right to reasonably estimate in good faith the Basic Operating Expenses for each calendar year during the Term. However, notwithstanding the foregoing, annually, the Landlord shall, without request or demand, submit to the Tenant evidence of its cost in maintaining the Building and the Land (the "Reconciliation") which shall include copies of specific invoices and general ledger entries requested by Tenant from Landlord to indicate that payment of a particular

Basic Operating Expense was made by Landlord. Upon evidence of any overpayment by the Landlord, as acknowledged or agreed to by the Tenant, the Tenant shall, within thirty (30) calendar days, reimburse the Landlord for the amount that the Landlord spent above and beyond the amount of the annual Expenses paid by the Tenant. Should, as a result of the Year-end reconciliation, it is determined that the Landlord was overpaid by the Tenant, then, within thirty (30) calendar days, the Landlord shall reimburse the Tenant or credit Tenant's base rent for any such sum paid by the Tenant.

(g) For the purposes hereof, "real estate taxes" are all general and specific taxes pertaining to the Building and the Land including any existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the Landlord. The Landlord agrees that real estate taxes shall be determined as of the lowest amount assessed by any tax collector, or government agency (tax amount payable each year at the end of November). Real estate taxes shall not include income, capital levy, franchise, capital stock, gift, estate, or inheritance tax. The term "Assessments" shall include any and all so-called special assessments, license tax, business license fee, business income tax, commercial rental tax, levy, and/or charge against the Building and/or the Land, and for all intense and purposes for this Lease shall be considered real estate taxes. If an Assessment is payable in installments, taxes for that year shall include the amount of the installment minus any interest due and payable as a result of the installments. For real estate taxes and Assessments, if a change, particularly a reduction, in the real estate taxes is obtained for any year of the term, and the Landlord receives a refund, reimbursement, or other compensation, or lower valuation, estimation, or assessment, then the real estate taxes for that year shall be automatically retroactively adjusted, and the Landlord, without demand, shall provide the Tenant with a credit against the next installment of Basic Operating Expense payment or refund within sixty (60) calendar days, at Tenant's election, based on such adjustment. Real estate taxes for the last year of the Lease shall be prorated to and including the date Tenant quits possession of the Premises. If the actual real estate tax bill is not available to calculate the amounts due from Tenant during the last year of the Lease, Landlord shall be entitled to require use of the amount of real estate taxes during the previous year for the sums due prior to the end of the Term.

(h) On or before March 1 of each calendar year during the Term of this Lease, the Landlord shall make available to Tenant at Landlord's office in Broward County, Florida, for an in-person review or, at Tenant's option and at Tenant's expense, for scanning and copying to be delivered to Tenant, Landlord's bills, records, receipts, insurance certificates and policies relating to the Basic Operating Expenses for the immediately preceding calendar year. Tenant shall have the right, at its own expense and upon written notice given to Landlord to inspect, review, and/or otherwise audit the books and records, of the Landlord pertaining to the Basic Operating Expenses. Tenant's audit of the books and records shall be completed on or before July 1 of the calendar year following the calendar year that Tenant is auditing. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the costs and/or expenses associated with the Basic Operating Expenses, and Landlord agrees with such determination, then the amount of such adjustment shall be payable by Landlord to the Tenant or a credit shall be offered against Tenant's base rent obligations hereunder within sixty (60) days. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the payment of cost and/or expenses for the Basic Operating Expenses, and Landlord disagrees with the results thereof, then Landlord shall have sixty (60) days to obtain a review by a Certified Public Accountant of its choice at Landlord's sole cost to determine the payment of costs and/or expenses for the Basic Operating Expenses. In the event Landlord's accountant and Tenant's reviewer are unable to reconcile their reviews of the Landlord's books and records, then both the Landlord's accountant and the Tenant's reviewer shall mutually agree upon an accountant, which cost shall be borne by both parties, and the determination by the independent accountant regarding the payment of costs and/or expenses for Basic Operating Expenses for the Building and the Land shall be conclusive.

(i) Payments for the Basic Operating Expenses shall be made monthly by the Tenant, based on Landlord's reasonable estimate of the current year's Basic Operating Expenses. This amount may be adjusted annually, as reasonably determined by the Landlord. Tenant shall pay any amount due on account of Landlord's year-end reconciliation within thirty (30) days of Landlord's invoice, which shall include copies of invoices, credit card statements, and cancelled checks (front and back of cancelled checks) unless Tenant is in the process of auditing the books and records of the Landlord pertaining to the Basic Operating Expenses in accordance with the terms of this Lease. Tenant shall pay any special assessment, if applicable, within thirty (30) days of Landlord's notice of same.

(j) Tenant represents that at the present time, there is no sales tax due on the Rent because of Tenant's status as a government entity. So long as Tenant is considered to be tax-exempt, Landlord will not collect, or attempt to collect, sales tax on any rent payments due under this Lease and all references to Florida sales tax shall not be applicable. If the law changes in this regard, then Landlord shall collect such sales tax from Tenant as may be required by law.

4. **PURPOSE**

(a) The Landlord acknowledges and agrees that the Miami-Dade County Sheriff's Office will utilize the Premises at this location for warehouse purposes, which shall include the storage of impounded vehicles (the "Permitted Use").

(b) The Tenant shall not use the Premises for any use other than the Permitted Use without Landlord's prior written consent, which consent shall not be unreasonably withheld.

(c) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises, or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.

(d) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, or liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

5. **SERVICES AND UTILITIES**

Tenant shall be responsible for the services and utilities described below subject to the conditions and standards set forth in this Lease.

(a) Water. Tenant agrees to pay separately metered water usage to the Premises for use in lavatories and drinking fountains.

(b) Electrical. The Premises shall be separately metered. Tenant shall be responsible for its usage to the Premises.

(c) HVAC. Tenant shall be responsible for the repair and maintenance of HVAC unit to the office area (including, but not limited to filters for HVAC).

(d) Janitorial Service. Tenant shall provide janitorial services to the Premises.

(e) Trash Removal Service. Tenant shall be responsible for trash removal services.

6. **MAINTENANCE AND REPAIRS**

(a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building; the elevator(s) equipment, maintenance, and shall provide passenger elevator service, plumbing, and electrical systems that are installed or furnished by the Landlord throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the gross negligence, or the intentional or willful act of the Tenant, its agents, servants, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof; foundations, walls; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows;

ballasts, plumbing, fixtures, the Building ventilation system; elevators; Building telephone systems; fire alarm systems; the corridors; any and all flooring, including any carpeting or tile repair or replacement; electrical closets; interior portions of the Building, both above and below grade which are not covered by leases; pest control; landscaping; walkways; pathways; sidewalks; and the parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all Building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to properly or timely maintain and repair the Building, the Premises, and/or the Land, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after sixty (60) days' written notice to the Landlord, to make any and all repairs to the Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Base Rent. Further, the Tenant shall have no liability to the Landlord for any damages; inconvenience or interference regarding the use or any damage to the Building, Premises, and/or Land as a result of performing any such work. The Landlord shall be liable to Tenant for any injury or interference with Tenant's business arising from the failure of the Landlord within 48 hours to make any repairs, alterations, improvements in or to any portion of the Building, the Premises, and/or the Land.

(b) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to rent abatement for the period of time such repairs are undertaken.

(c) <u>Tenant's Duties</u>. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair. The Tenant shall maintain lavatory, toilet, wash basin, and kitchen facilities, and HVAC system. Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any gross negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees, subject to the limitations of Florida Statutes Section 768.28. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

7. **ALTERATIONS AND IMPROVEMENTS**

(a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment relating to the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connection with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees not to connect any apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly prior to the termination of this Lease, remove, at its sole cost and expense, such alternations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, Information Technology (IT) communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment, and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the term of this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the term of this Lease, or the earlier termination thereof. Tenant may remain in the Premises up to five (5) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned five (5) day period, without Landlord's consent, the

Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

(c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.

(d) Tenant shall have the right, at its sole cost and expenses, to install a security or burglar alarm system, fire alarm, in or about the Premises.

8. **<u>RIGHT OF QUIET ENJOYMENT</u>**

(a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, as required by the Tenant to be kept and performed, the Tenant shall quietly enjoy the Premises for the term hereof, and any extension or renewal thereof, without hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.

(b) Subject to Tenant's reimbursement of the same to Landlord in accordance with the terms of Section 3 of this Lease, Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The foregoing notwithstanding, the Landlord shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the Building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the term of this Lease.

(c) Landlord agrees that if Tenant's Permitted Use of the Premises is prohibited as a result of a governmental authority prohibiting such Permitted Use, Tenant may terminate this Lease upon thirty (30) days' notice to the Landlord.

9. **<u>ASSIGNMENT AND SUBLETTING</u>**

Tenant shall not assign this Lease Agreement or any part thereof or sublet all or any part of the Demised Premises without prior written consent of Landlord, which consent shall be at Landlord's sole discretion. Notwithstanding the foregoing, Landlord agrees and acknowledges that Tenant may, without Landlord's further consent and in Tenant's sole discretion, assign, transfer, convey, divide or otherwise dispose of this Lease Agreement or a portion thereof for the Permitted Use to an elected county constitutional officer (i.e., sheriff, supervisor of elections, property appraiser, tax collector, or clerk of courts) or transfer any duties or responsibilities of Tenant to such constitutional officer. Upon the assignment, transfer or conveyance of the Lease Agreement, or a portion thereof, to the elected county constitutional officer and the acceptance of such by the elected county constitutional officer, Tenant shall be relieved of all further obligations under this Lease Agreement, or such portions of the Lease Agreement assumed by the elected county constitutional officer.

Should Tenant assign, transfer or convey only a portion of this Lease Agreement to an elected county constitutional officer, the Lease Agreement shall be divided into two separate agreements and the elected county constitutional officer shall assume all pro-rata rights, benefits and obligations of the portion of the Lease Agreement assigned, transferred or conveyed to the elected county constitutional officer as if such portion was a separate agreement entered into between the Landlord and the elected county constitutional officer.

The elected county constitutional officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations in this Lease Agreement (or such portion thereof assigned, transferred, or conveyed) as of the date of the acceptance of such assignment, conveyance, or transfer.

Tenant shall provide written notice of such action to the Landlord within 30 days of any such assignment, transfer or conveyance.

The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant and the Miami-Dade County Sheriff's Office, and their employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sublease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord's consent, assign or sublease the Premises to a different agency or department of the Tenant for the Permitted Use, at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sublease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election, constitute a default hereunder, notwithstanding Landlord's acceptance of rent payments from any purported assignee or sub-tenant.

10. LIENS AND INSOLVENCY

Tenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

11. EMINENT DOMAIN

(a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the term under this Lease shall be reduced in the proportion that the Tenant's total square footage is reduced by the taking. Further, the Tenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Tenant for any and all damages, loses, and for any other reason attributable as a result of such taking.

(b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Premises, Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as reasonably determined by the Tenant; or (ii) renders the Building unviable or useless to Landlord or the Tenant, this Lease shall terminate, with such termination being made effective one-hundred eighty (180) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except any amounts otherwise described above in this Lease, in addition to any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant is otherwise entitled to receive under the law. Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

12. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon forty-eight (48) hours prior written notice to Tenant (except in the event of emergency), the Landlord or Landlord's employees, and/or agents, may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. Landlord represents that Landlord and Landlord's employees have passed a criminal background screening and no pending or prior criminal activity is/was identified in such screening. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises.

(b) Upon forty-eight (48) hours prior written notice to Tenant, Landlord may also show the Premises to prospective purchasers, lenders or partners during regular business hours, and during the last nine (9) months of the term to prospective tenants, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. During the course of any such showing of the Premises, the Landlord, the prospective renters, lenders, and/or purchasers shall be escorted by an employee of the Tenant throughout the Premises.

(c) Landlord shall repair, at Landlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

13. **SIGNAGE**

(a) All signs, symbols, and logos placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

(b) The Tenant shall be entitled to have its name displayed on any and all existing Building directory, if any, and any outdoor monument sign, if any, at the Tenant's sole cost and expense; in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

14. **INSURANCE**

(a) Landlord's Insurance. The Landlord will, during the term of this Lease, at its sole cost and expense, carry fire, windstorm, hail, flood, and extended coverage insurance on the improvements of the Premises and the Building, to the full replacement value.

(b) Tenant's Insurance. The Landlord acknowledges that the Tenant is self-insured. As a result, the Tenant is not required to provide any type of Certificate of Insurance to the Landlord.

15. **INDEMNIFICATION**

(a) The Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities to the extent and within the limitations of section 768.28, Florida Statutes, subject to the provisions of said statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of $200,000 or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of $300,000, from and any all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting solely from the negligence of the Tenant or of its employees. Tenant shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature, including appellate proceedings and shall pay all costs, judgments, and attorneys' fees which may issue thereon subject to the limitations set forth herein. 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. However, nothing herein shall be deemed to indemnify Landlord, its officers, employees, agents and instrumentalities from any liability or claim arising out of the negligent performance or failure of performance of the Landlord, its officers, employees, agents and instrumentalities or any unrelated third party.

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

16. **HAZARDOUS MATERIALS**

(a) The Landlord represents and warrants to the Tenant that Landlord has not received written notice from any governmental agency that the Premises or the Project contain Hazardous Materials, as defined below, or have been released into the environment, or discharged, placed, or disposed of at, on, or under the Project or the Premises.

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease of any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) The Landlord hereby indemnifies the Tenant from and against any breach of the foregoing representation provided regarding Hazardous Materials.

(d) Except for such incidental cleaning agents and solutions or maintenance materials used in the ordinary course or materials and goods stored as part of Tenant's warehouse operations (but such use and storage shall be in compliance with all Environmental Requirements), Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or store or use any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in compliance with all Environmental Requirements, and will obtain, comply with, and properly maintain all permits and licenses, or applications required by Environmental Requirements for its operations. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, or other similar enactments of any governmental authority of agency, and any applicable judicial, administrative or regulatory decrees, judgments, orders, or policies regulating or relating to any

Hazardous Materials or pertaining to health, safety, industrial hygiene, or the environmental conditions on, under, or about the Premises or the environment, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Air Act; the Federal Water Pollution Control Act; the Federal Hazardous Materials Transportation Act; and all state and local counterparts, supplements or additions thereto, and any regulations or policies promulgated or issued thereunder.

(e) Tenant shall indemnify, defend, and hold Landlord any its partners, officers, directors, agents and employees harmless from and against any and all manner of losses (including, without limitation, diminution in value of the Premises or the Project and loss of rental income from the Project), claims, demands, actions, suits, damages (including, without limitation, punitive damages), fines, penalties, administrative and judicial proceedings, judgments, settlements, expenses (including, without limitation, consultant fees, attorneys' fees, or expert fees) which arise during or after the Lease Term which are brought or recoverable against, or suffered or incurred by Landlord or such parties as a result of any breach of the Tenant's obligations under this Section 16 or noncompliance with any Environmental Requirements by Tenant, it agents, employees, contractors, subtenants, or invitees, regardless of whether Tenant had knowledge of such noncompliance, all subject to the limitations of Florida Statutes Section 768.28. Tenant shall bear the burden of proof by a preponderance of the evidence that the foregoing indemnification is inapplicable to any claim for indemnification by Landlord. The indemnification and hold harmless obligations of Tenant shall survive any termination of this Lease, any renewal, expansion or amendment of this Lease and/or the execution and delivery of any new lease with Tenant covering all or any portion of the Project.

(f) Landlord shall have access to, and a right to perform inspections and tests of, the Premises as it may require to determine Tenant's compliance with Environmental Requirements and Tenant's obligations under this Section 16. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations and in all events at least forty-eight (48) hours in advance. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal the presence of Hazardous Material or reveal, based on Landlord's reasonable determination, that Tenant has not complied with all Environmental Requirements, in which case Tenant shall immediately, upon demand, reimburse Landlord for the cost of such inspection and tests. At the expiration or earlier termination of the Lease, Landlord shall have the right, at its option and at Tenant's sole cost and expense, to undertake an environmental assessment of the Premises to determine Tenant's compliance with all Environmental Requirements. Landlord and Tenant agree that Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

17. DESTRUCTION OF, OR DAMAGE TO, THE PREMISES

If the Premises, or more than a 50% portion thereof, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event of minor damage is sustained to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majeure*. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use, in whole or in part for Tenant's purpose. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, and any remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, uninhabitable, inoperable, or otherwise unfit for occupancy or use, in whole or in part, for Tenant's purposes.

18. **TENANT'S DEFAULT AND REMEDIES**

It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for ten (10) days after receipt of written notice thereof was made to Tenant by the Landlord (with the exception for any payment due in October, as described above in Article 3, Rent); (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iii) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (iv) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (v) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vi) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (vii) Tenant mortgages, assigns or otherwise encumbers Tenant's interest under this Lease.

After an Event of Default by Tenant, the Landlord shall be entitled to pursue any and all remedies available to the Landlord at law, or in equity, including, but not limited to the right of specific performance.

19. **LANDLORD'S DEFAULT AND REMEDIES**

(a) If the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter, the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of Specific Performance.

20. **ATTORNEYS' FEES**

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought for the recovery of any Rent due under this Lease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Lease, or for return of the Premises to the Landlord and/or eviction of the Tenant during the term, or after the expiration thereof, each party hereby expressly agrees to be responsible for its own attorneys' fees, and other legal costs and expenses, including, but not limited to, expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise.

21. **INTENTIONALLY OMITTED.**

22. **TENANT'S SUBORDINATION TO MORTGAGE**

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land from a bank, savings and loan institution, insurance company, or other lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement, as the lending institution may direct, shall contain a provision which states, in effect, that so long as there is no Event of Default by Tenant under this Lease, the Tenant shall not be disturbed in its possession and occupancy of the Premises during the term of this Lease.

23. **CONDITION OF PREMISES AT TERMINATION**

(a) Upon the expiration or earlier termination of this Lease, the Tenant will quit and surrender the Premises in good order and repair, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.

(b) If the Tenant, after the commencement of this Lease, installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item, property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant may remove at the expiration or early termination of this Lease, provided that in such removal the Tenant shall repair any and all damage occasioned to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

24. **NOTICES**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as FedEx, or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant:	People and Internal Operations Department 111 NW First Street, Suite 2460 Miami, Florida 33128 Attention: Director
with a copy to:	County Attorney's Office 111 NW First Street, 28th Floor Miami, Florida 33128
To Landlord:	c/o Longpoint Realty Partners 116 Huntington Avenue, Suite 1001 Boston, MA 02116 Attn:Asset Manager-Florida
With a copy to:	Longpoint Property Group 13218 W Broward Blvd. Plantation, FL 33325 Attn: Kathy Mulkern

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

25. LANDLORD'S REPRESENTATIONS

Landlord hereby represents and covenants to the Tenant the following:

Landlord hereby represents and covenants to Tenant that (i) it is the fee simple owner of the Premises and (ii) it has full power and authority to enter into this Lease and perform in accordance with its terms, conditions and provisions and that the person signing this Lease on behalf of the Landlord has the authority to bind the Landlord, and to enter into this transaction and Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

26. TENANT'S REPRESENTATIONS AND COVENANTS

Tenant hereby represents and covenants to the Landlord the following:

Tenant hereby represents and covenants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms, conditions and provisions and that the person signing this Lease on behalf of the Tenant has the authority to bind the 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.

27. **FORCE MAJEURE**

In the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from, the performance of any act or obligation required under this Lease by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, Force Majeure shall not operate to excuse or delay any monetary payment to be made by a party to this Lease, including Rent payments from Tenant.

28. **RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas, and radon testing, may be obtained from the county health department.

29. **MISCELLANEOUS**

A.) 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.

B.) Captions. The article headings and captions of 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.

C.) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a 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.

D.) Recording. The parties acknowledge and agree that the Tenant will not file a copy of this Lease in the Public Records of Miami-Dade County, Florida.

E.) 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 counsel for both Landlord and Tenant.

F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board of County Commissioners, and signed by the County Mayor, or the County Mayor's designee. Notwithstanding the foregoing, Tenant acknowledges and agrees that Tenant is currently in possession of the Premises under a prior lease (the "Prior Lease") that expired on August 3, 2024 and that Landlord has agreed to allow Tenant to remain in possession of the Premises at the holdover rate as specified in the Prior Lease until December 31, 2024. If this Lease is not executed by both Landlord and Tenant by February 28, 2025, Landlord may terminate this Lease by written notice to Tenant, Tenant shall immediately vacate the Premises and Tenant will reimburse Landlord by paying rent at the market rate (i.e. $16.00 per square foot) for the period of the holdover (from September 1, 2024 until February 28, 2025).

G.) Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and to the Tenant, its successors and assigns (as appropriate and applicable, except as may be otherwise provided herein.

H.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is 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, and/or state and federal holidays, then such due date or cure period expiration date shall be postponed to the next following business day.

I.) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.

J.) Waiver. Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise any rights given by either of them on account of any such custom or practice.

Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

K.) Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trusts, now or hereafter placed on the Building, the Land, and/or the Premises, and to all renewals, modifications, and extensions thereof.

L.) Exhibit and Schedules. Each and every Exhibit and/or 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.

M.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.

N.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.

O.) Brokers. Landlord shall be responsible for commissions, as per a separate agreement, and Landlord acknowledges and agrees that Tenant shall have no responsibility for payment of any broker's commissions.

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

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

LANDLORD

LRF3 MIA 77th COURT LLC, a Delaware limited liability company

Signed by:
Reid Parker
24B20906477C48D...

By: ______________________
Reid T. Parker, Senior Vice President

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK OF THE COURT AND COMPTROLLER

By:__________________________

Deputy Clerk

TENANT

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF COUNTY COMMISSIONERS

By:__________________________

Name: Daniella Levine Cava
Title: Mayor

Approved by the County Attorney as to form and legal sufficiency.__________

EXHIBIT A

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 10/18/2024

PROPERTY INFORMATION

Folio	22-3015-001-0090
Property Address	6700 NW 77 CT MEDLEY, FL 33166-2712
Owner	LRF3 MIA 77TH COURT LLC
Mailing Address	116 HUNTINGTON AVE #1001 BOSTON, MA 02116
Primary Zone	7600 INTENSIVE USE
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	210,975 Sq.Ft
Living Area	
Adjusted Area	210,975 Sq.Ft
Lot Size	345,605 Sq.Ft
Year Built	Multiple (See Building Info.)
Year Annexed	2023

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$14,515,410	$14,515,410	$0
Building Value	$13,433,590	$10,894,590	$0
Extra Feature Value	$0	$0	$0
Market Value	$27,949,000	$25,410,000	$0
Assessed Value	$27,949,000	$18,681,916	$0

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction		$6,728,084	

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

SHORT LEGAL DESCRIPTION

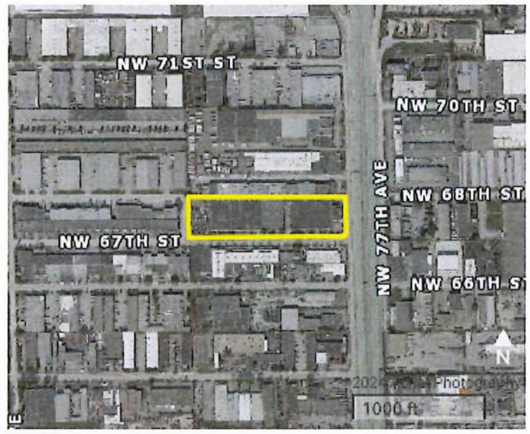
15 53 40 7.934 AC M/L

FLA FRUIT LAND CO SUB PB 2-17

TRACT 7 LESS E50FT & S35FT

LOT SIZE IRREGULAR

73R-68068



TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$27,949,000	$18,681,916	$0
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$27,949,000	$25,410,000	$0
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$27,949,000	$18,681,916	$0
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$27,949,000	$18,681,916	$0

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
11/28/2023	$100	33999-2591	Corrective, tax or QCD; min consideration
11/28/2023	$44,072,500	33999-2587	Transfer where the sale price is verified to be part of a package or bulk sale.
11/01/2007	$12,900,000	26075-4784	Sales which are qualified
08/01/2002	$0	20745-0814	Sales which are disqualified as a result of examination of the deed

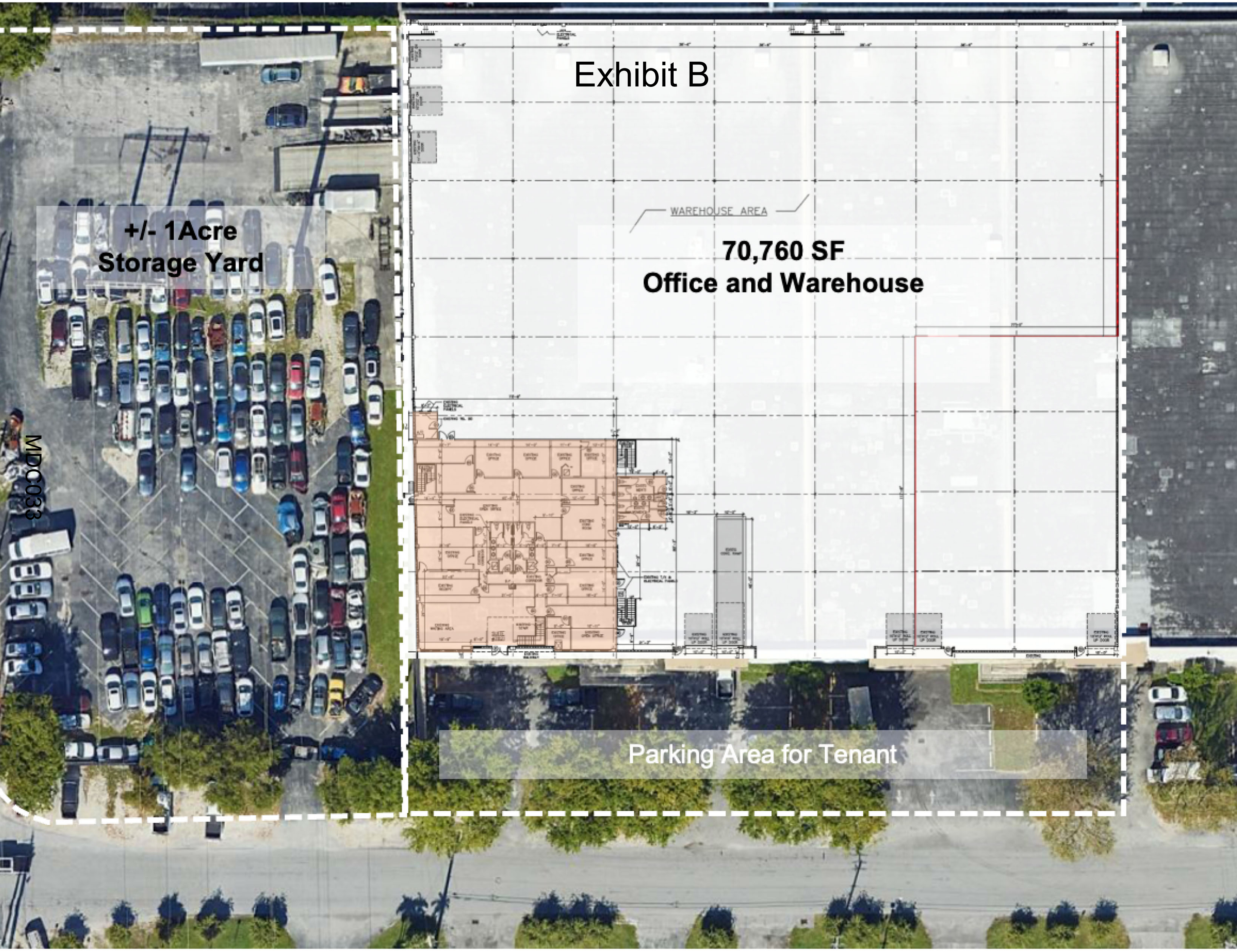


Exhibit B
WAREHOUSE AREA
70,760 SF
Office and Warehouse
+/- 1Acre
Storage Yard
Parking Area for Tenant