CITY OF NORTH MIAMI
LEASE AGREEMENT

THIS LEASE is made and entered into this ________ day of ______________, 2020 between the CITY OF NORTH MIAMI, a Florida municipal corporation, located at 776 N.E. 125 Street, North Miami, FL 33161 (CITY) and ACOSTA TRACTORS, INC., a corporation, organized under the laws of the State of Florida, whose principal place of business is located at 11986 NW 97 Avenue, Hialeah Gardens, FL 33018, (LESSEE).

That in consideration of the rentals to be paid and of the covenants and conditions contained, the parties covenant and agree as follows:

ARTICLE 1. TERM

1.01 CITY leases to the LESSEE certain premises situated in North Miami, Florida, at 1525 N.W. 135 Street, more particularly described below, for a one (1) year term commencing on the 1st day of January, 2021 and terminating on the 31st day of December, 2021. The lease shall be renewable on a month-to-month basis if agreed to in writing by the parties.

ARTICLE 2. PREMISES

2.01 The premises leased consist of a portion of the City owned property located at 1525 N.W. 135th Street, North Miami, FL: Miami-Dade County Folio Number 06-2123-000-0050 (“Property”). The premises leased is described on Exhibit “A”

ARTICLE 3. RENTAL

3.01 The total rent due under this lease is $18,000.00 to be paid in monthly installments of $1,500.00 each on or before 5:00 p.m. the 1st calendar day of each month, (“Rental Installment Period.”) The first Rental Installment is due on or before January 1st, 2021.

3.02 Rent shall be sent to City of North Miami Public Works Department, at 776 N.E. 125 Street, 3rd Floor, North Miami, Florida, 33161. CITY may appoint an agent to collect the Lease Payment and to perform CITY’s obligations. Rent may be mailed through the U.S. Postal Service at Lessee’s risk. Any rents lost in the mail will be treated as if unpaid until received by Lessor.

3.03 The acceptance by the CITY of partial payments of rent due shall not, under any circumstances, constitute a waiver, or affect any notice of legal proceeding in unlawful detainer theretofore given or commenced under state law.
ARTICLE 4. USE OF PREMISES

4.01 The LESSEE agrees that the leased premises shall be used as a staging area for the storage of construction equipment and materials for project managed by the Florida Department of Transportation (FDOT) and the Miami-Dade Water and Sewer Department (WASD).

4.02 LESSEE further agrees not to use or permit the leased premises to be used for any illegal or improper purposes, nor permit any disturbance, noise or annoyance which is detrimental to persons in the immediate vicinity.

ARTICLE 5. ASSIGNMENT AND SUBLETTING

5.01 LESSEE shall not, in any manner, assign, transfer, mortgage, pledge, encumber or otherwise convey an interest in this Lease, nor sublet the leased premises or any part thereof.

ARTICLE 6. MAINTENANCE OF PREMISES BY LESSEE

6.01 LESSEE accepts the leased premises in “as is” condition, with any and all defects, latent and patent, if any, existing at the beginning of this Lease and agrees, at LESSEE’s sole cost and expense, to maintain the leased premises in the same or better condition, order, and repair as existing at the commencement of this Lease and as subsequently improved, ordinary wear and tear excepted.

ARTICLE 7. CLEANLINESS OF PREMISES

7.01 LESSEE shall keep the leased premises free of debris, garbage, refuse and other waste matter and shall remove such debris, garbage, refuse, and waste matter, which may be disposed of by the LESSEE in sealed bags and deposited in a leased dumpster or removed from the property.

ARTICLE 8. UTILITIES

8.01 LESSEE shall pay for electric, water and sewer. The CITY shall not have any obligation to provide utilities to the leased premises in addition to those existing, if any, at the time of the execution of this Lease.

ARTICLE 9. ALTERATION OF PREMISES, ERECTION OF SIGNS

9.01 LESSEE shall make no alterations, improvements or additions to the leased premises without the prior written consent of the City. All additions or improvements which may
be made by LESSEE and all fixtures which may be installed by LESSEE, shall become the property of the CITY upon termination and shall remain upon the leased premises once made or installed and be surrendered with the leased premises at the termination of this Lease.

9.02 No signs, posters, or similar devices shall be erected, displayed, or maintained by LESSEE in the view of the general public in, on or about the leased premises without prior written approval of the CITY, and any not so approved shall be removed at the expense of the LESSEE.

9.03 LESSEE shall not injure, mar, nor in any manner deface the leased premises, and LESSEE shall not cause or permit anything to be done whereby the leased premises shall be in any manner injured, marred, wasted or defaced.

ARTICLE 10. LAWS, REGULATIONS AND PERMITS

10.01 The LESSEE shall comply with the ordinances of the CITY, operational orders and all additional laws, regulations and rules of the Federal, State, County and local governments, which may be applicable to LESSEE under this Lease.

10.02 LESSEE shall pay all taxes, if any, and other costs lawfully assessed against its leasehold interests in the leased premises and its operations under this Lease. The LESSEE shall not be deemed to be in default of its obligations for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes or the amount.

ARTICLE 11. CITY NOT LIABLE

11.01 CITY shall not be under any duty or obligation to repair or maintain the leased premises, any portion thereof, or any facilities on the property, except as provided by law.

11.02 CITY is not responsible to LESSEE for any claims for compensation for any losses, damages or injury sustained by LESSEE resulting from failure of any water supply, or sewerage or drainage facility, or caused by natural physical conditions, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of state of war, civilian commotion or riot, theft, or any cause beyond the control of CITY.

11.03 All personal property placed on or moved onto the leased premises above described shall be at the risk of the LESSEE. CITY shall not be liable for any damage or loss of personal property arising from flooding or from the bursting or leaking of water or sewer pipes.

ARTICLE 12. DESTRUCTION OF PREMISES

12.01 In the event the leased premises or any part shall be destroyed or damaged by fire,
water or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Lease by CITY impossible, then this Lease shall terminate and the LESSEE shall pay rental for the leased premises only up to the time of such termination, at the rate specified, and the LESSEE waives any claim for damages or compensation should this Lease be so terminated.

**ARTICLE 13. INDEMNIFICATION AND HOLD HARMLESS**

13.01 LESSEE agrees to defend, indemnify, and hold the CITY harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from CITY by reason of any damage to property, or bodily injury, including death, sustained by any person and which claim, demand, suit, loss, cost, expense or damage arises out of or is incident to or in any way connected with the LESSEE’s performance of this Lease, the condition of the leased premises, the exercise of privileges, LESSEE’s acts or omissions, or LESSEE’s operations and regardless of whether such claim, demand, suit, loss, damage, cost or expense is caused in whole or in part by CITY’s gross negligence.

13.02 LESSEE recognizes the broad nature of the above indemnification and hold harmless clause, and voluntarily agrees to the covenant in recognition of the valuable consideration provided by CITY under this Lease.

**ARTICLE 14. INSURANCE**

14.01 The LESSEE agrees to procure and maintain liability insurance with an insurance company authorized to transact business in the State of Florida, acceptable to CITY’s Risk Management Department, with the policy showing “The City of North Miami, Florida, a Florida municipal corporation and its officers and employees,” as an additional insured, and with limits of not less than $1,000,000.00 combined single limits for personal injury, including death, and property damage liability, as evidenced by a Certificate of Insurance, a signed copy of which shall be transmitted to the City prior to LESSEE taking possession of the premises and throughout the term. Aggregate limit policies are not acceptable. The insurance shall support LESSEE’s agreement of indemnity and shall so state on the Certificate. Further, the Certificate of Insurance shall unequivocally provide for thirty (30) days written notice to CITY prior to any material change or cancellation of coverage. The liability insurance must be acceptable to and approved by CITY’s Risk Management Department as to form and types of coverage.

14.02 **Limitation of Liability.** The CITY desires to enter into this agreement only if in so doing the CITY can place a limit on the CITY’s liability for any cause of action arising out of the agreement, so that its liability will never exceed the agreed sum of $1,500.00. LESSEE expresses its willingness to enter into this agreement with LESSEE’s recovery from the CITY for any action or claim arising from this agreement to be limited to $1,500.00.

Accordingly, and notwithstanding any other term or condition of this agreement, LESSEE
agrees that the CITY shall not be liable to LESSEE for damages in an amount in excess of $1,500.00, for any action or claim of the LESSEE or any third party arising out of this agreement. Nothing contained in this paragraph or elsewhere in this agreement is in any way intended to be a waiver of the limitation placed upon CITY’s liability as set forth in Chapter 768, Florida Statutes. Additionally, the CITY does not waive sovereign immunity, and no claim or award against the CITY shall include attorney’s fees, investigative costs or pre-judgment interest.

**ARTICLE 15. DEFAULT**

15.01 If LESSEE fails to pay rent, charges, or fees due within fifteen (15) days after CITY transmits a written Past Due Statement to the LESSEE, CITY may give LESSEE notice in writing of its intention to terminate this Lease. If payment has not been made within the requisite time period, the CITY may, at its option, immediately cancel this Lease, enter the premises leased and repossess the premises from the LESSEE, and the Lease shall be considered terminated. It shall not be necessary for CITY to make such entry to effectuate the termination.

**ARTICLE 16. NO WAIVER BY CITY**

16.01 No waiver of default by CITY of any of the terms, conditions, or covenants of this Lease to be kept and performed by LESSEE shall be construed to be or act as a waiver by CITY of any subsequent default on the part of the LESSEE.

**ARTICLE 17. EASEMENTS**

17.01 Nothing in this Lease shall impair any existing utility easement nor impair the right of access to any existing or necessary utility lines.

17.02 CITY reserves the right to grant non-exclusive utility easements, licenses and rights-of-way to others over, under, though, across or on the leased premises.

**ARTICLE 18. CONSENT AND APPROVAL**

18.01 Nothing in this Lease shall be construed to waive or limit CITY’s governmental authority as a political subdivision of the State of Florida to regulate LESSEE or its operations. Where approval or consent of CITY is required under this Agreement, such consent or approval shall be deemed to refer to the CITY’s consent or approval as landlord and such consent or approval shall be contractual in nature and shall not be in lieu of any required governmental approval of CITY. The City Manager or a designee shall act for CITY in matters relating to contractual approvals and notices.

**ARTICLE 19. RIGHTS RESERVED TO THE CITY**
19.01 Rights not specifically granted the LESSEE by this Lease are reserved to the CITY.

ARTICLE 20. INVALIDITY OF CLAUSES

20.01 The invalidity of any portion, article, paragraph, provision or clause of this Lease Agreement shall have no affect upon the validity of any other portion.

ARTICLE 21. VENUE; LAWS OF FLORIDA

21.01 The venue for any action arising from this Agreement shall be Miami-Dade County, Florida, and the laws of the State of Florida shall apply.

ARTICLE 22. BINDING EFFECT

22.01 The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties and their successors and assigns.

ARTICLE 23. MODIFICATION

23.01 This Lease constitutes the entire agreement and shall be modified or amended only by written agreement of the parties.

ARTICLE 24. SECURITY

24.01 The LESSEE acknowledges and accepts full responsibility for the security and protection of any equipment and facilities on the premises and for prevention of unauthorized access to its facilities.

25.02 The LESSEE acknowledges and fully understands that the police security protection provided by the CITY for the premises is limited to that provided to any other business situated in the CITY limits by the Police Department and acknowledges that any special security deemed necessary for additional protection of the leased premises shall be the sole responsibility of the LESSEE and shall involve no cost to the CITY.

ARTICLE 25. NOTICE

25.01 Notices to CITY shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, addressed to:
ARTICLE 26. SURRENDER OF PREMISES

26.01 The LESSEE shall surrender and deliver the leased premises to the CITY upon termination of this Lease Agreement.

26.02 The LESSEE, shall remove all personal property upon termination of this Agreement. Any personal property of LESSEE not removed in accordance with this Article may be removed by the CITY for storage at the cost of LESSEE. Failure on the part of LESSEE to reclaim its personal after the date of termination shall, at CITY’s option, constitute a gratuitous transfer of title to the CITY for whatever disposition is deemed to be in the best interests of the CITY.

26.03 Upon termination, LESSEE shall surrender the leased premises in good, clean and neat condition.

26.04 In the event the LESSEE shall refuse or fail to give up the possession of the leased premises at the end of this Lease Agreement, the LESSEE shall be liable for double rental, as provided for in Section 83.06, Florida Statutes.
IN WITNESS WHEREOF, the City of North Miami, Florida, has caused this Lease to be signed by the City Manager and attested by the Clerk pursuant to authority granted by the City Council, and the LESSEE has executed the same, by its authorized representative, the day and year first written above.

ATTEST:

Vanessa Joseph, Esq.
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeff P. H. Cazeau, Esq.
City Attorney

WITNESSES:

Print Name: Jessica A. Vigoa
Title: Vice President

Print Name: Lori Roy
Title: Vice President

CITY OF NORTH MIAMI

Theresa Therilus, Esq.
City Manager

LESSEE:

By: Frank Acosta
Print Name: Frank Acosta
Title: Vice President
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### COVERAGES

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**WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY**

- **Any Proprietor/Partner/Executive Officer/Member Excluded?** (Mandatory in NH)
- **Y/N**
- **N/A**
- **If yes, describe under DESCRIPTION OF OPERATIONS below**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of North Miami is included as additional insured with respect to General Liability and Auto as required by written contract or permit.

### CERTIFICATE HOLDER

City of North Miami
776 NE 125th Street
North Miami, FL 33161

### CANCELLATION

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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The ACORD name and logo are registered marks of ACORD
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Eastern Insurance Group, Inc.
9570 SW 107 Avenue
Suite 104
Miami, FL 33176

**CONTACT**
Amanda Nogues
PHONE: (305) 595-3323
FAX: (305) 595-7135
E-MAIL: amanda@easterninsurance.net

**INSURED**
Acosta Tractors, Inc.
11986 NW 97 Avenue
Hialeah Gardens, FL 33018

**COVERAGES**

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**CERTIFICATE HOLDER**
City Of North Miami
776 NE 125th Street
North Miami, FL 33161

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE**

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**ACORD 25 (2016/03)**

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## Property Information

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## Assessment Information

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

## Short Legal Description

23 52 41 13.66 AC MIL  
SW1/4 OF SW1/4 LYG S OF OPA  
LOCKA BLVD & N OF 135 ST R/W  
LOT SIZE 595030 SQ FT

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at [http://www.miamidade.gov/info/disclaimer.asp](http://www.miamidade.gov/info/disclaimer.asp)
RESOLUTION NO. 2020-R-118

A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA
AUTHORIZING THE CITY MANAGER AND THE CITY
ATTORNEY TO NEGOTIATE AND EXECUTE A LEASE
AGREEMENT BETWEEN THE CITY OF NORTH MIAMI
AND ACOSTA TRACTORS, INC., FOR THE LEASE OF
VACANT LAND LOCATED AT 1525 N.W. 135 STREET;
PROVIDING FOR AN EFFECTIVE DATE AND ALL
OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") owns the vacant land located generally, at
1525 N.W. 135 Street ("Property"); and

WHEREAS, Acosta Tractors, Inc. ("Lessee") will commence a construction project
managed by the Florida Department of Transportation (FDOT) and Miami-Dade Water and
Sewer Department (WASD) on January 4, 2021; and

WHEREAS, Lessee desires to utilize Property as a staging area for storage of
construction equipment and materials for the project; and

WHEREAS, the Lessee will lease Property for a term of one (1) year for a rental fee of
One Thousand Five Hundred Dollars ($1,500.00) per month; and

WHEREAS, the City and Lessee desire to enter into a lease agreement to memorialize
the terms and conditions for the use of Property; and

WHEREAS, it is respectfully requested that the Mayor and City Council authorize the
City Manager and the City Attorney to negotiate and execute a lease agreement with Lessee, for
the aforementioned purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:
Section 1. **Authority of City Manager and City Attorney.** The City Manager and City Attorney are hereby authorized to negotiate and execute a lease agreement between the City of North Miami and Acosta Tractors, Inc., LLC, allowing the City to lease vacant property located at 1525 N.W. 135 Street.

Section 2. **Effective Date.** This Resolution shall be effective upon adoption.

PASSED AND ADOPTED by a 4-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 27th day of October, 2020.

PHILIPPE BIEN-AIME
MAYOR

ATTEST:

VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by:       Galvin
Seconded by:    Estimé-Irvin

Vote:
Mayor Philippe Bien-Aime
Vice Mayor Alix Desulme, Ed.D.
Councilman Scott Galvin
Councilwoman Carol Keys, Esq.
Councilwoman Mary Estimé-Irvin

X (Yes) (No)

X (Yes) (No) Absent

X (Yes) (No)

X (Yes) (No)

X (Yes) (No)