

PARKING LOT
LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (the "Lease") is made this 15TH day of December 2024 (the "Effective Date") between 12550 BISCAYNE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (hereinafter referred to as "Landlord"), and CITY OF NORTH MIAMI., a Florida municipal corporation (hereinafter referred to as "Tenant").

1. Lease of Premises; Title and Condition. In consideration of the rents and covenants herein stipulated to be paid and performed by Tenant and upon the terms and conditions herein specified, Landlord hereby leases to Tenant. Tenant hereby leases from Landlord the first floor of the parking garage (the "Premises") located at **12550 Biscayne Boulevard (Folio Numbers 06-2229-112-0001 and 06-2229-054-0010)**. The Premises are leased to the Tenant subject to all applicable law, governmental codes, procedures, ordinances, statutes, and requirements (the "Legal Requirements") now or hereafter in effect and to all title matters now or hereafter affecting the Premises.

2. Use. The Premises shall be used by the Tenant for the following purposes: PARKING. The tenant shall have access to the Premises Monday through Friday, after 5:00 p.m., and all day on Saturdays and Sundays.

3. Term.

- (a) The Premises are leased for a term (the "Term") commencing on **March 1, 2025** (the "Commencement Date") and shall terminate at midnight, **February 28, 2026**.
- (b) Tenant shall have the right to occupy the Premises as of the Effective Date.
- (c) Either Party may terminate this Lease Agreement upon thirty (30) days' written notice to the other Party.

4. Rent. For the term of the lease agreement, Tenant shall pay to Landlord, on or prior to the Effective Date of this Lease, in lawful money of the United States as rent for the Premises the "Rent" as hereinafter defined, in the amount of **Two Thousand Four Hundred Dollars and No/100 (\$2,400.00) per month** to **8888 Collins Avenue, Surfside, FL 33154**, or at such other address or to such other person as Landlord from time to time may designate.

6. Conditions of Premises; Turnover. Except as may be expressly set forth herein to the contrary, the Premises are leased to Tenant in its present "AS IS" condition as a public parking lot. Upon termination of the Lease, the Tenant shall deliver the Premises back to the Landlord in its present "AS IS" condition, and the Landlord shall have the reasonable opportunity, at an agreed time by the parties, to inspect the Premises prior to turnover to confirm the same.

7. Maintenance and Repair. Landlord, at its sole expense, shall maintain or cause to be maintained the Premises in good repair and condition and will make or cause to be made all repairs and replacements (structural and non-structural) which may be required to keep all parts of the Premises in good repair and condition including, but not limited to, grounds, pavement and landscaping. Throughout the Term of this Lease, the Landlord shall keep the Premises and the sidewalks and curbs, if any, adjoining the Premises in good and clean condition, clean and free

(B)

from rubbish and debris at all times.

8. Insurance.

Pursuant to Florida Statutes, Section 768.28, the Tenant hereby certifies that the City of North Miami (Tenant) is a Self-Insured entity, and coverage is provided by the City of North Miami's Self-Insurance Program, which a self-insurance fund supports. This program covers Liability, Property, and auto liability exposures. Each claim is subject to the \$200,000 per person / \$300,000 per incident limits. This self-insurance program applies to liability resulting from injury to a person, including death or damage to property for which the City may be liable under Section 768.28 Florida Statutes.

(b) Each party waives (unless said waiver should invalidate any insurance pol) its right to recover damages against the other party for any reason whatsoever to the extent such other party recovers indemnity from its insurance carrier. (d) Tenant agrees to indemnify, defend, save and hold harmless the Landlord, its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against Landlord, its officers, agents and employees, on account of any negligent act or omission of Tenant, its agents, servants, or employees in the performance of this Lease and resulting in personal injury, loss of life or damage to property sustained by any person or entity, up to and including the statutory limits as stated and to the extent caused by Tenant's negligence within the scope of this Lease, including all costs, reasonable attorney's fees, expenses, any appeals, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages caused explicitly by or arising out of the negligence, strict liability, intentional torts or criminal acts of the Landlord, its officer, agents, employees or contractors. (e) No stipulations in this Lease are intended to waive the limitation on the Tenant's maximum liability exposure as outlined in Chapter 768, Florida Statutes (2024). Furthermore, the Tenant does not waive Sovereign Immunity. If damages are awarded against the Tenant/ City in excess of the Statutory limitations, potential recoveries are not waived due to the purchase of insurance. Further indemnification is limited by either the statutory limitations or the recoverable proceeds of insurance coverage if applicable

9. Assignment by Tenant; Subletting. Tenant may not assign or in any manner transfer, or grant or suffer any encumbrance of Tenant's interest in this Lease in whole or in part, nor sublet all or any portion of the Premises, or grant a license concession or other right of occupancy of any portion of the Premises, without the prior written consent of Landlord in each instance.

10. Default by Tenant. Upon the continuance beyond the expiration of applicable notice and grace periods, if any, of one or more of the events as expressed below in (a) to (g), inclusive (individually and collectively, "Event of Default"), the Landlord shall have any and all rights and remedies hereinafter set forth:

(a) In the event Tenant should fail to pay any installment of Rent, Additional Rent, or any other sums required to be paid hereunder, within twenty (20) days after the same become due and notice by Landlord said Rent, Additional Rent or other sums required to be paid are overdue.

(b) In the event a petition in bankruptcy (including Chapter X and Chapter XI bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Act) be filed by the Tenant, or be filed against Tenant, and such petition is not dismissed within ninety (90) days from the filing thereof, or in the event Tenant is adjudged bankrupt.

(c) In the event an assignment for the benefit of creditors is made by Tenant.

(d) In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.

(e) In the event Tenant fails to keep, observe or perform any of the other terms, conditions or covenants on the part of Tenant herein to be kept, observed and performed for more than twenty (20) business days after written notice thereof is given by Landlord to Tenant specifying the nature of such default, or if the default so specified shall be of such a nature that the same cannot reasonably be cured or remedied within said twenty (20) business day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such twenty business (20) day period and shall not thereafter continuously and diligently proceed therewith to completion.

11. Remedies of Landlord.

(a) In the event of any such Event of Default, Landlord shall have the right to re-enter the Premises after summary proceedings to dispossess Tenant and all other occupants therefrom and remove and dispose of all property therein in any manner provided by Florida law.

(b) In the event of any such Event of Default, the Landlord shall have the right, at its option, to declare the rents for the entire remaining term and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to Landlord, and may commence action immediately thereupon and recover judgment therefor.

(c) In the event Landlord has secured the right by law to dispossess Tenant of the Premises, and should Tenant fail to remove its property therefrom within three (3) days of notice from Landlord, Landlord shall have the right to remove all or any part of the Tenant's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof, and the Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

(d) Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of or in derogation of any other right or remedy given to it under any law now or hereafter in effect.

(e) Any Rent or Additional Rent not received within twenty (20) days of when due shall bear interest at fifteen percent (15%) per annum.

12. Additional Rights of Landlord and Tenant. No right or remedy hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing. Failure of Landlord or Tenant to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not constitute a waiver or relinquishment thereof for the future. Receipt by Landlord of any Rent, Additional Rent or other sum payable hereunder with knowledge of the breach of any provision hereof shall not constitute waiver of such breach and no waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless made in writing. Landlord and Tenant shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions hereof, or to a decree compelling performance of any of the provisions hereof, or to any other remedy allowed to Landlord or Tenant by law or equity.

13. Notices, Demands and Other Instruments. Any notice to be given or served upon any party hereto in connection with this Lease must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; or if given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses:

If to Landlord: 12550 BISCAYNE CONDOMINIUM ASSOCIATION, INC.
Attn: Primex Management, LLC, Registered Agent
8888 Collins Ave
SURFSIDE, FL 33154

If to Tenant: CITY OF NORTH MIAMI
776 N.E. 125 Street
North Miami, FL 33161
Attn: City Manager

Copy to: CITY OF NORTH MIAMI
776 N.E. 125 Street
North Miami, FL 33161
Attn: City Attorney

Any party hereto may, by giving five (5) days written notice to the other party hereto designate any other address in substitution of the foregoing address to which notice shall be given.

14. Separability; Binding Effect; Governing Law. Each provision hereof shall be separate and independent and the breach of any such provision by Landlord or Tenant shall not discharge or relieve Tenant or Landlord from its obligations to perform each and every covenant to be performed by Tenant or Landlord hereunder. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by, the



respective successors and assigns of Landlord or Tenant, as the case may be, to the same extent as if each such successor and assign were named as a party hereto. This Lease may not be changed, modified or discharged except by a writing signed by Landlord and Tenant. This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida.

15. Quiet Enjoyment. If the Tenant pays the rent it is obligated hereunder to pay, and observes all other terms, covenants and conditions hereof, it may peaceably and quietly have, hold and enjoy the Premises during the term of this Lease, subject, however, to all the terms of this Lease.

16. Counterparts. This Lease may be executed in one or more counterparts and shall be deemed to have become effective when and only when one (1) or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other.

17. Curing Tenant's Default, Additional Rent.

(a) If Tenant shall default in the performance of any of Tenant's obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice, in a case of an emergency, and in any other case, only if such default continues after the expiration of (i) twenty (20) business days from the date Tenant receives written notice of Landlord's intention so to do, or (ii) applicable grace periods provided in this Lease for cure of such default, whichever occurs later.

(b) For the purpose of this subparagraph, rent shall be deemed paid when mailed first class mail, postage paid, to Landlord at the address hereinafter designated, or such other address as Landlord may, in writing, direct to Tenant.

18. Force Majeure. The period of time during which the Landlord or Tenant is prevented from performing any act required to be performed under this Lease by reason of fire, catastrophe, strikes, lockouts, civil commotion, adverse weather conditions, acts of God or the public enemy, government prohibitions or pre-exemptions, embargoes, inability to obtain material or labor by reason of governmental regulations or prohibitions, the act or default of the other party, or other events beyond the reasonable control of Tenant or Landlord, as the case may be, shall be added to the time for performance of such act.

19. No Joint Venture. Nothing contained in this Lease shall be deemed or construed to create a joint venture or any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the Lease nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship or Landlord and Tenant.

20. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding (including proceedings at appellate levels) in such amount as the

court may adjudge reasonable as attorneys' fees.

21. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties.

22. Entire Agreement. This Lease and Exhibits, if any, attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

23. Time of the Essence. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. Choice of Law. This Lease shall be governed by the laws of the State of Florida.

26. Venue. Venue shall be in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

27. Applicable Law. Tenant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

(SIGNATURE AND WITNESS PAGE TO FOLLOW)

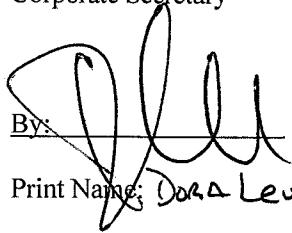
A handwritten signature, possibly 'J. B.', enclosed in a circle.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date set forth below.

LANDLORD:

ATTEST:

Corporate Secretary

By: 

Print Name: Dora Levin

12550 BISCAYNE CONDOMINIUM ASSOCIATION, INC.

By: 

Name: Isaac Salver
Title: President

TENANT:

ATTEST:

City of North Miami, a Florida municipal corporation:

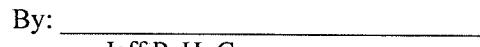
By: 

Vanessa Joseph, Esq.
City Clerk

By: 

Anna-Bo Emmanuel, Esq., FRA-RA
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 

Jeff P. H. Cazeau
City Attorney