



February 25, 2025

Reference: **14101 NW 57th Ave**
Miami Lakes FL 33054 ("Building")

Dear Devin,

I am pleased to present the following general terms and conditions upon which **The City of Miami Beach (Tenant)** would consider entering into a lease for the premises referenced below:

Tenant: City of Miami Beach

Address: 1700 Convention Center Drive, Miami Beach, FL 33139

Landlord: BCPF AVE LLC

Premises: 14101 NW 57th Ave, Miami Lakes, FL 33054

Size of Premises: Approx. 24,991 rentable square foot ("RSF")

Tenant Use: Office and Storage

Lease Term: Five (5) years from Rent Commencement

Base Rent: \$18.50 triple net per square foot plus applicable sales tax

Option to Renew: Option to Renew for one additional four (4) year + 364-day term

Notice for Tenant's renewal is 12 months prior to the expiration. The terms of the Option to Renew will be at FMV and will be AS IS

Rent Increases: The Base Rent will escalate by 4% per annum starting at Month 13.

Additional Rent: Tenant shall pay its pro rata share of the allocated expenses. The operating expenses are estimated to be \$4.61 per square foot.

Lease

Commencement: The Lease Commencement date is August 1, 2025.

Right to

Terminate: Landlord shall grant Tenant a one-time Right to Terminate the lease at Month 40 by providing twelve (12) months' prior written notice. The penalty to terminate will be 6 months of gross rent.

Delivery Date: August 1, 2025

Rent

Commencement: Three (3) Months after Delivery Date.

Security Deposit: Two (2) months of Rent

Prepayments: Upon execution, Tenant shall pay its first months' gross rent including sales tax.

Tenant's Work: All Tenant's Work must be approved by Landlord and shall be conducted by a general contractor licensed in the State of Florida.

Utilities: Tenant shall be responsible for electricity, water, phone, and gas (if applicable).

Landlord's work: Tenant shall accept the premises in its "AS IS" Conditions.

Lease Form: Modified Gross Lease Agreement to be prepared by Landlord. The Lease will be a traditional triple net lease basis.

Real Estate

Commission: The Landlord and Tenant acknowledge that they have not dealt with any real estate broker(s) in this transaction other than Chariff Realty Group representing the Tenant and CBRE representing the Landlord. Landlord shall be responsible for the payment of the brokerage commission to Broker(s). Chariff Realty Group shall be entitled to a commission of 4% of the gross lease value and to include any expansion or extensions, so long as Chariff Realty produces an exclusive representation agreement for any extension or expansion. Such commission shall be paid 50% upon Tenant executing a lease agreement and the remaining 50% upon Tenant paying rent.

This proposal is non-binding on either party but is created and accepted in good faith for both parties to proceed as diligently as possible. The parties understand that neither will be subject to any binding and enforceable obligations until such time as a lease

incorporating the agreed upon terms and conditions has been fully executed by the parties. If not accepted, this offer will be withdrawn by February 27, 2025.

I look forward to working with you towards the successful conclusion of this transaction.

Very truly yours,

Luis Guevara,
Chariff Realty Group

Agreed and accepted as stated on this 18th of March, 2025.

By:

DocuSigned by:



Ian Robinson

Signature:

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On Behalf of: City of Miami Beach Police Department

Its: _____