



MIAMI-DADE EXPRESSWAY AUTHORITY EXCESS PROPERTY LEASING POLICY

PURPOSE

It is the policy of the Miami-Dade Expressway Authority (“MDX”) to generate revenues through the lease of MDX’s Excess Properties. All revenues generated from the leasing of the Excess Properties shall be considered “System Revenues” per the Trust Indenture. It is also the policy of MDX to ensure transparency in all of its processes and to have open competitive process for leasing Excess Properties. This policy outlines the Property Leasing process to be followed by MDX.

DEFINITIONS

Excess Property or Properties: Properties controlled by MDX that may not be needed, whether short-term or long-term, for the construction, operation, and maintenance of the MDX System, as determined in writing by the MDX Deputy Director of Engineering or General Engineering Consultant and as approved by the Operations, External Communications, and Inter-Governmental Committee (“Committee”).

Invitation to Bid (ITB): Solicitation document released by MDX used to attract Rental Bids.

Market Rent Appraisal: Report prepared by a licensed real estate appraiser determining rental market value.

No Consideration Lease: Lease entered into by MDX and a third party which does not require rental payment.

Property Leasing Process: The process followed by MDX to advertise and lease the Excess Property(ies).

Rental Bids: the amount proposed by bidders to lease the Excess Property(ies).

SPECIFIC REQUIREMENTS

Once a MDX property has been identified and approved as an Excess Property, the property shall be advertised in accordance with the following requirements:

A. Public Advertisement

MDX shall advertise the availability of Excess Property, at a minimum, on the MDX website and a publication of general circulation. In addition, MDX shall post a sign on the Excess Property advertising availability. Advertisements shall provide potential bidders reasonable time for the preparation of a bid Rental proposal.

B. Market Rent Appraisal



A Market Rent Appraisal for each property shall be prepared prior to advertising for lease.

C. ITB Packages

An ITB Package shall be available for download on the MDX website, mailed to any interested bidder or available for pick up at MDX headquarters. The ITB Package shall include, but not be limited to:

- i. Specific information concerning the Property Leasing Process
- ii. the Market Rent Appraisal amount
- iii. Legal description of the property
- iv. Survey, maps, and/or photographs of the property
- v. Standard lease agreement
- vi. List of prohibited activities
- vii. Schedule of events for the Property Leasing Process
- viii. Bid Form on which bidders shall disclose their intended use for the property and their Rental Bid.

D. Rental Bids Receipt, Review, and Approval

Rental Bid Receipt: The Rental Bids will be received by the MDX Procurement Department and shall be opened publicly in the presence of a Procurement/Contracting Agent and the MDX Financial Controls & Budget Manager.

A list of all submitted Rental Bids will be posted on the MDX website pending review and approval by the Committee.

Rental Bids Review: MDX will review all Rental Bids received to determine responsive rental bid with the highest Rental Bid amount. Should the winning proposal be below the Market Rent Appraisal, MDX may accept the proposal, reject the proposal, or re-bid at its sole discretion.

Rental Bids Approval: All Rental Bids received will be presented to the MDX Committee.

E. Prohibited Activities

The following activities, as well as any other activities listed on the ITB, are prohibited on the Excess Properties.

1. No tenant shall use the property in any activity involving hazardous materials or substances.
2. No tenant shall use the property with the primary activity being the sale of alcohol or use the property for the purposes of adult entertainment activities.
3. Tenants shall not promote, fosters or perpetuate discrimination on the basis of race, creed, color, age, religion, gender (or gender identification), marital status,



status with regard to public assistance, national origin, physical or mental disability or sexual orientation.

4. No tenant shall conduct any illegal activity on the Excess Property.

F. Lease Terms and Conditions

All tenants shall execute a Lease Agreement. The Lease Agreement shall include, but is not limited to, the following clauses:

1. Term of the Lease
2. Rental Rate Escalation and Assessment of Late Payment Fees
3. Insurance Requirements: At a minimum, tenant must provide Commercial General Liability and Worker's Compensation insurance coverages.
4. Indemnification and Hold Harmless Provision: Standard provision to the benefit of MDX.
5. Termination Clause: Termination for convenience at MDX's sole discretion.
6. Right of Entry Clause
7. Prohibition of Assignment and Subletting

G. No Consideration Leases

MDX, at its sole discretion, may enter into "No Consideration Leases", subject to the approval of the Committee and are generally reserved for governmental entities. The Committee will approve all such leases.

H. Leases Negotiated during Advanced Acquisitions

Pursuant to the MDX Property Acquisition Policy (PAP), MDX may conduct Advance Acquisitions of properties. In such circumstances, terms and conditions for Lease Agreements of Excess Properties may be negotiated as part of the purchase. Such lease of Excess Properties is not subject to the requirements of this policy for Property Leasing Process.

Public Records

All submitted Rental Bid documents and executed Lease Agreements are public records pursuant to the Chapter 119 of the Florida Statutes.

This Policy shall become effective on the date it is adopted by the Governing Board.

Adopted by the MDX Governing Board on the 19th day of May 2015 edited on 12 day of December 2018.