

U:\proj\1919194\Traffic Operation Plans\06-10-2021\Ext\_Top\_1B2.dwg Aug 10, 2021 - 1:55:15pm dpm

**YESHIVA TORAS CHAIM CAMPUS**

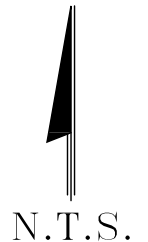
ELEMENTARY CLASSROOMS	20	360 STUDENTS
MIDDLE CLASSROOMS	12	216 STUDENTS
TOTAL CLASSROOMS	32	576 STUDENTS

**ARRIVAL \ DISMISSAL SCHEDULE**

KES	8:30am - 4:00pm
RMS	8:30am - 4:45pm

**LEGEND**

- SV-1 SERVICE VEHICLE ROUTE
- E-1 PEDESTRIAN ACCESS POINTS
- EXISTING PEDESTRIAN CROSSWALK
- E-5 EXISTING BUS STAGING
- PEDESTRIAN WALKING PATH



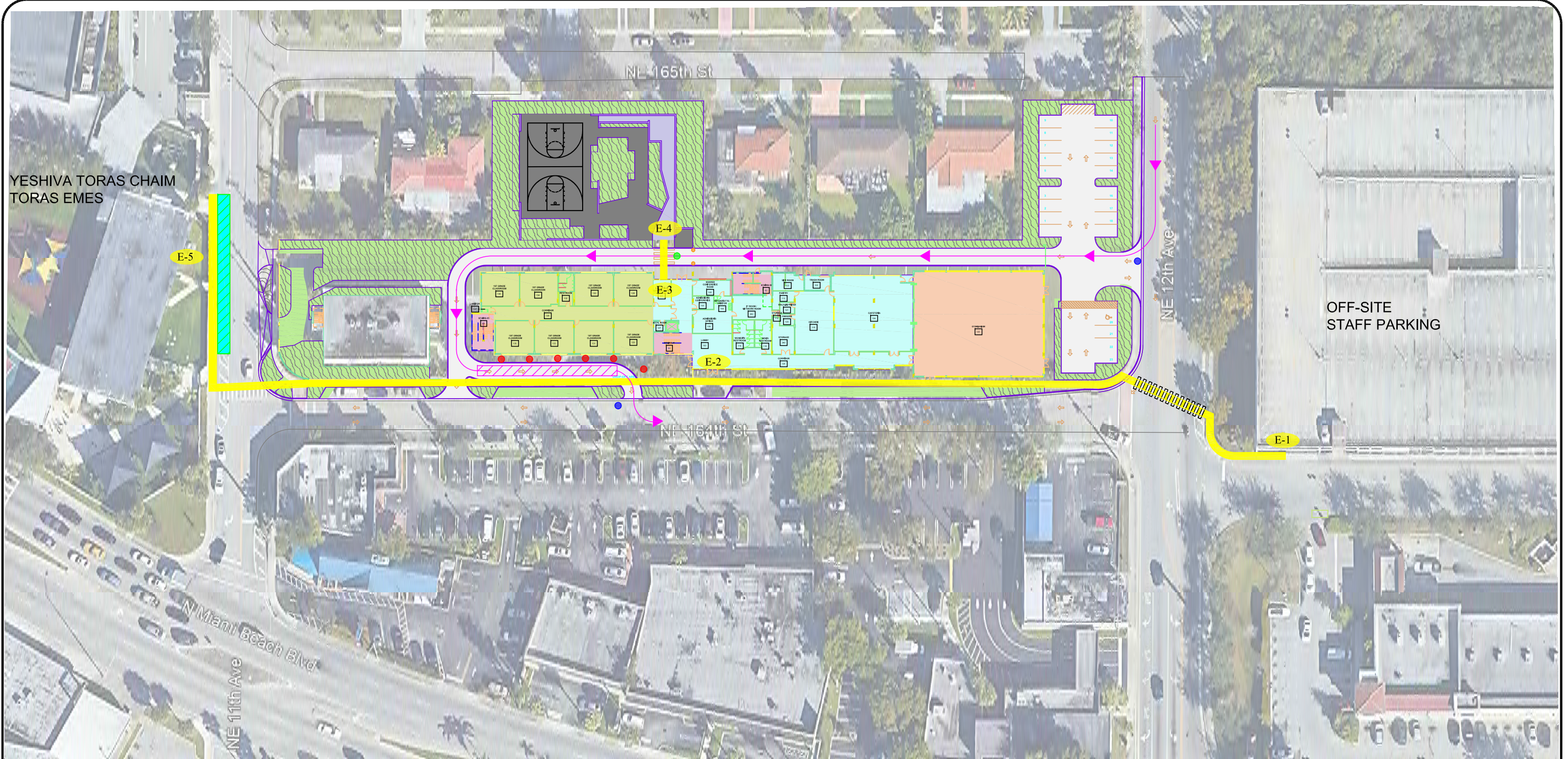
**DAVID PLUMMER & ASSOCIATES, INC.**  
 TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING  
 CORAL GABLES FORT MYERS  
 1750 PONCE DE LEON BLVD, CORAL GABLES FL 33134 TELEPHONE (305) 447-0900  
 CERTIFICATE OF AUTHORIZATION EB 2690

REVISIONS:	
CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATE ALL UTILITIES BEFORE COMMENCING WITH PROJECT.	

PROJECT: **YESHIVA TORAS CHAIM**

TITLE: **ARRIVAL \ DISMISSAL OPERATION PLAN ALTERNATE 1**

DATE	PROJECT NO.
10/27/20	19194
DRAWN	SHEET NO.
	<b>2</b>
CHECKED	
APPROVED	



**YESHIVA TORAS CHAIM CAMPUS**

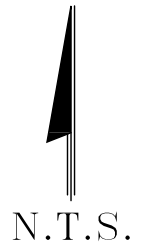
ELEMENTARY CLASSROOMS	20	360 STUDENTS
MIDDLE CLASSROOMS	12	216 STUDENTS
TOTAL CLASSROOMS	32	576 STUDENTS

**ARRIVAL \ DISMISSAL SCHEDULE**

KES	8:30am - 4:00pm
RMS	8:30am - 4:45pm

**LEGEND**

- DROP-OFF \ PICK-UP ROUTE
- DROP-OFF \ PICK-UP QUEUE
- SECURITY GAURD (2)
- TEACHER \ ASSISTANT (4-5)
- CROSSING GAURD (1)
- CONES
- OFF-SITE STAFF PARKING WALKING PATH
- RELOCATE PEDESTRIAN CROSSWALK
- EXISTING BUS STAGING



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**DAVID PLUMMER & ASSOCIATES, INC.**  
 TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING  
 CORAL GABLES FORT MYERS  
 1750 PONCE DE LEON BLVD, CORAL GABLES FL 33134 TELEPHONE (305) 447-0900  
 CERTIFICATE OF AUTHORIZATION EB 2690

REVISIONS:	
CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LOCATE ALL UTILITIES BEFORE COMMENCING WITH PROJECT.	

PROJECT: **YESHIVA TORAS CHAIM**

TITLE: **ARRIVAL \ DISMISSAL OPERATION PLAN ALTERNATE 2**

DATE	PROJECT NO.
10/27/20	19194
DRAWN	SHEET NO.
	<b>3</b>
CHECKED	
APPROVED	



## Yeshiva Toras Emes carpool and pickup procedures 2018-19

### Morning drop-off

Before drop-off begins at 8:00AM each morning, three dedicated employee / volunteers will be deployed for traffic safety and to keep all vehicles moving smoothly. One is deployed inside the lot near 11th Ave, another inside the parking lot at the back of the parking area (roundabout), and a third deployed on NE 11th Ave. All three begin at 7:55am until 8:45am (10 minutes past the official end of dropoff). They ensure traffic keeps moving, drivers are paying attention, that children exit vehicles curbside only, that there are no dropoffs allowed on NE 11th Ave., and to keep all vehicles from parking anywhere they should not: on the carpool line itself, on NE 11th Ave., or the neighbors' swale.

A lead security guard is posted up at the main pedestrian entrance on NE 11th Ave. A second, roving security guard, is posted up at the main drive-in gate during morning drop-off. Their main function is to scan for anyone or anything threatening. Their secondary, instructed purpose is to keep traffic moving safely, disallow them from turning left into or out of the NE 11th Ave exit gate, and keep anyone from parking in the bus lane on NE 11th ave.

The past school year, appx 4 - 5 teachers or teachers' assistants from Early Childhood and from Elementary division have been curbside during dropoff to quickly & safely help children out of vehicles and keep things moving. For 2018 - 19 school year we aim to increase this number to (7 -) 9 adults safely receiving kids. Another improvement we have planned is that each will be assigned a specific, numbered dropoff station as per diagram.

All students making their way across NE 11th from drop-off are crossed / watched by (3) separate personnel: a dedicated crossing guard, the NE 11th Ave morning traffic safety person, under the watch of the main entrance security guard. Children are never allowed to cross the road by themselves.

### Afternoon pick-up

Afternoon pick-up happens in three separate phases.

Afternoon pick-up begins with Early Childhood division at 2:45pm ( - 3:15) each day. It is staffed, curbside, by ECE teachers and teachers' assistants who are equipped with walkie talkies. As cars arrive at front gate, their carpool number, posted in windshield, is immediately relayed by them to staff inside (one teacher per class) via walkie who immediately send out students to the carpool line. ECE staff then walk students to their cars and ensure safe load-in.

Klurman Elementary School carpool begins at 4:00pm ( - 4:30) each day. KES pick-up runs similarly to ECE pick-up, only with much greater numbers of staff, assistants, principals, and students. Carpool numbers are called out by an ECE carpool worker via

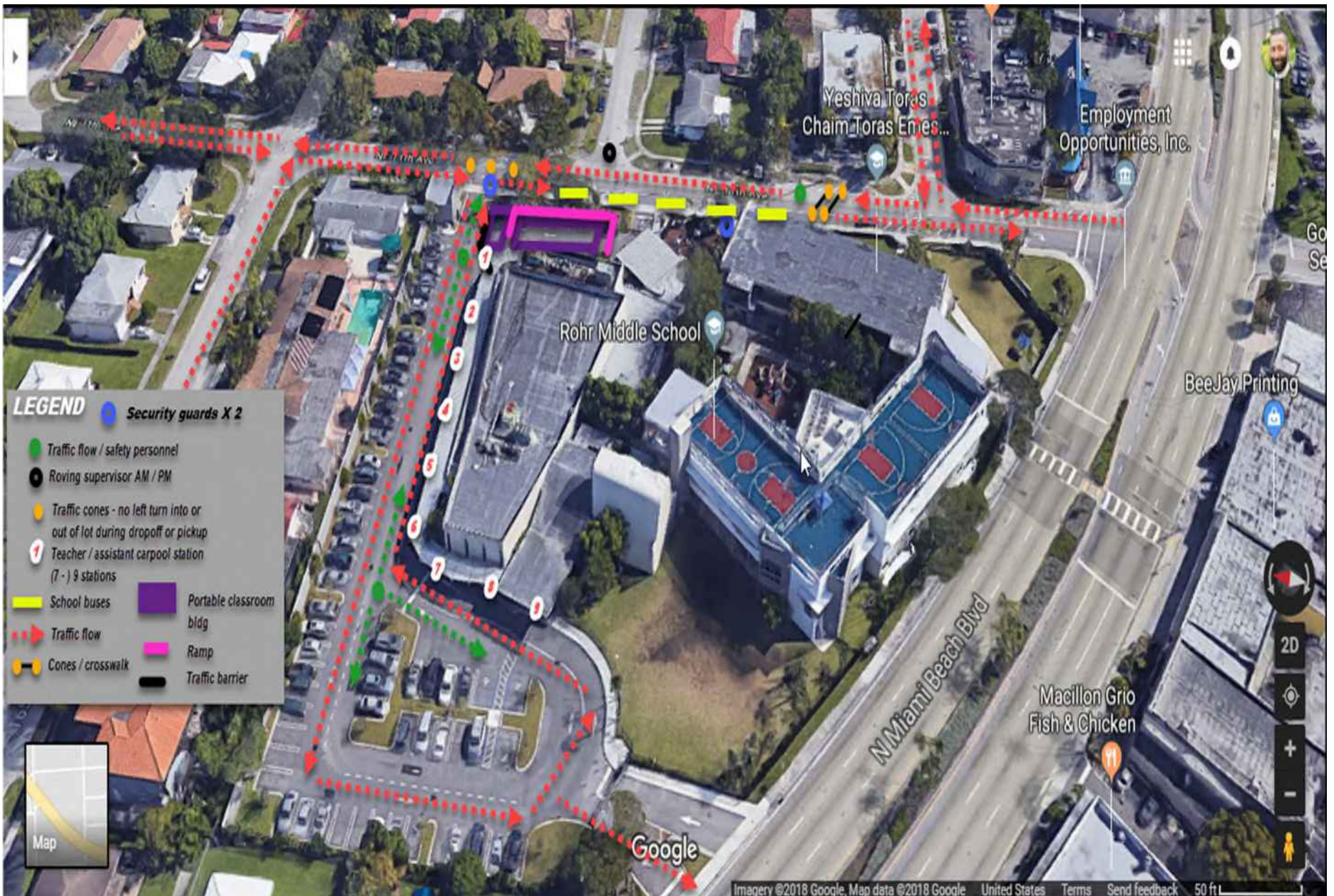


walkie to the main desk secretary, who then announces on universal P.A. system to all classrooms / all students. All students who are coming from Boys Bldg., on east side on NE 11th Ave., are safely walked across by a dedicated crossing guard who works the entire afternoon carpool. They cross only in small groups, never en masse. As their carpool arrives, they are called.

Rohr Middle School dismissal happens much later beginning at 4:45pm. By that time, with ECE and KES already dismissed, the traffic is far lighter. Nevertheless, RMS principals, teachers, and staff are present with walkies to receive all parents, relay carpool numbers, and ensure students safely make their way to their vehicle pickup, curbside only.

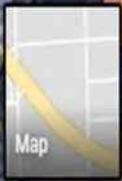
A lead security guard is posted up at the main pedestrian entrance on NE 11th Ave. A second, roving security guard, is posted up at the main drive-in gate during afternoon pick-up. Their main function is to scan for anyone or anything threatening. Their secondary, instructed purpose is to keep traffic moving safely, disallow them from turning left into or out of the NE 11th Ave exit gate, and keep anyone from parking in the bus lane on NE 11th ave. A security guard is present until at least 5:30pm, sometimes later.

As with AM drop-off, all principals, teachers, staff, traffic safety personnel and the (2) security guards are all working to prevent parents from parking on street, in bus lanes, or on the neighbors' swales.



**LEGEND**

- Security guards X 2
- Traffic flow / safety personnel
- Roving supervisor AM / PM
- Traffic cones - no left turn into or out of lot during dropoff or pickup
- Teacher / assistant carpool station (7 - ) 9 stations
- School buses
- Portable classroom bldg
- Traffic flow
- Ramp
- Cones / crosswalk
- Traffic barrier



**COMMON AREA SHORT TERM LICENSE AGREEMENT****I. BASIC TERMS AND DEFINITIONS:**

Effective Date:	<u>09/1/21</u> ,
Licensor:	ERT 163rd Street Mall, LLC, a Delaware limited liability company
Licensee:	Toaras Emes Academy of Miami Inc.
Shopping Center:	Mall At 163rd Street - 1205 NE 163rd Street, Miami, FL 33162
Licensed Area:	The portion of the Common Area of the Shopping Center shown on <u>Exhibit A</u> attached hereto, identified as Unit <u>PRK</u> of the Shopping Center, with a total area of approximately 50 parking spaces with the option to add up to 50 additional spaces.
Term:	The period beginning on the Commencement Date and expiring on the Termination Date or earlier termination of this Agreement.
Commencement Date:	09/01/2021
Rent Commencement Date:	09/01/2021
Termination Date:	08/31/2023
Permitted Use:	Use of parking spaces for overflow parking for school located at 1051 N Miami Beach Blvd.
Permitted Trade Name:	Yeshiva Toras Chaim Toras Emes
License Fee:	<input checked="" type="checkbox"/> \$3,025 payable <input checked="" type="checkbox"/> per month during the Term from 9/1/2021 through 8/31/2022 for up to 50 parking spaces and; <input checked="" type="checkbox"/> \$3,327.50 payable <input checked="" type="checkbox"/> per month during the Term from 9/1/2022 through 8/31/2023 for up to 50 parking spaces.  For each additional space, Licensee will pay an additional \$2.75 per space, per day. Licensee must notify Licensor if additional spaces above the initial 50 are used each month.
Percentage Rent:	<input checked="" type="checkbox"/> 0% of Gross Sales above the Natural Breakpoint (see Ex. C)
Security Deposit:	\$0.00
Address for Payments:	c/o Brixmor Property Group PO Box 645321 Cincinnati, OH 45264-5321
Licensor Notice Address:	Brixmor Property Group Attn: Specialty Leasing 200 Ridge Pike, Suite 100 Conshohocken, PA 19428 Email: <a href="mailto:specialtyleasing@brixmor.com">specialtyleasing@brixmor.com</a> Phone: 855-540-5983
Licensee Notice Address:	Rabbi Zev Roth 1051 North Miami Beach Boulevard North Miami Beach, FL Email: <a href="mailto:zroth@ytcte.org">zroth@ytcte.org</a> Phone: Phone: (305) 944 - 5344 x. 235

## II. TERMS AND CONDITIONS.

THIS SHORT TERM LICENSE AGREEMENT (this "Agreement") is made as of the Effective Date by and between the Licensor and Licensee identified above, on the following terms and conditions, and incorporating the Basic Terms and Definition set forth in Article I above (the "Basic Terms"):

1. **Grant of License.** Licensor hereby grants to Licensee, subject to the terms and conditions of this Agreement, the right and license (the "License") to access and use the Licensed Area, during the Term, for the Permitted Use, and for no other purpose.

### 2. Licensed Area.

2.1. Delivery of the Licensed Area. Licensor shall permit access to the Licensed Area beginning on the Commencement Date. Licensor has no obligation to make any improvements to the Licensed Area in preparation for Licensee's use. Any set-up or breakdown shall be the responsibility of Licensee, and shall occur only during the Term, unless otherwise consented to by Licensor in writing. By taking possession of the Licensed Area, Licensee shall be deemed to have inspected the Licensed Area and accepted the Licensed Area "AS IS" with no representation or warranty of any kind by Licensor.

2.2. Common Areas. The Licensed Area is part of the common area of the Shopping Center. Licensee shall have the non-exclusive right to use the common areas of the Shopping Center for ingress and egress and any other purpose for which they were designed. Licensor may from time to time change the size, location, nature and use of any of any such common areas.

2.3. Relocation the Licensed Area. **INTENTIONALLY DELETED.**

2.4. Surrender of the Licensed Area. Upon the expiration or earlier termination of this Agreement, Licensee will vacate the Licensed Area and remove all of its property from the Licensed Area and repair any damage caused by such removal (the "Surrender Obligations"). All property of Licensee not removed by the last day of the Term shall be deemed abandoned and may be removed or retained by Licensor without compensation to Licensee, but Licensee shall remain liable for any costs of such removal incurred by Licensor.

2.5. Utilities. If required for Licensee's use, Licensor shall arrange for certain utilities, including electricity and water, to the Licensed Area. All utility charges are included in the License Fee.

### 3. Fees and Expenses.

#### 3.1. License Fees.

(a) If the Basic Terms require the License Fees to be pre-paid, then Licensee shall pay the full amount of the License Fee when Licensee executes and returns this Agreement to the Licensor.

(b) If the Basic Terms require the License Fees to be paid monthly or weekly each a "Payment Period"), then the License Fee for the first Payment Period shall be paid by Licensee upon execution of this Agreement and shall be prorated for any partial Payment Period; and thereafter during the Term, each payment of the License Fee shall be payable in advance, at least five (5) days prior to the commencement of the applicable Payment Period.

(c) If the Basic Terms require the payment of Percentage Rent, then following the Rent Commencement Date, Licensee shall pay Percentage Rent in accordance with the terms and conditions of Exhibit C attached hereto.

(d) If the Shopping Center is located in a jurisdiction that presently or in the future imposes a sales tax or other tax on Rent, Licensee shall pay the tax assessed by the state or any municipality, simultaneously with each payment of Rent, when due to Licensor. Licensee acknowledges that all amounts payable to Licensor hereunder may be subject to applicable Florida sales tax.

3.2. Payment of Fees. The License Fee and all other sums of money or charges payable pursuant to this Agreement are collectively referred to herein as the "Fees." Any Fees not paid when due shall bear interest from the date due until the date paid at the annual rate of the lesser of the highest rate permitted under applicable law or eighteen percent (18%). The Licensee shall pay all Fees, without demand, set off, claim, counterclaim or other deduction of any kind whatsoever, to Licensor by certified check, money order, cashier's check, or in currency of the United States of America, to the Address for Payments set forth in the Basic Terms, or such other address as Licensor may designate from time to time.

3.3. Security Deposit. Licensee has deposited the Security Deposit as security for the performance of all of Licensee's obligations under this Agreement. In the event of a default by Licensee, Licensor may, in addition to any other right or remedy available to Licensor, use, apply, or retain any or all of the Security Deposit to pay any unpaid Fees or any other cost or expense resulting from the Licensee's default. If any portion of the Security Deposit is used or applied by Licensor during the Term, Licensee shall, upon five (5) days' written demand, deposit with Licensor an amount sufficient to restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Licensee within thirty (30) days following the expiration of the Term and compliance with the Surrender Obligations and all other terms of this Agreement.

#### 4. Licensee Covenants and Responsibilities.

4.1. Use. Licensee only may use the Licensed Area for the Permitted Use, and under the Permitted Trade Name, and for no other purpose and under no other trade name.

4.2. Maintenance. Licensee shall maintain the Licensed Area, and all equipment and other items therein, in clean, neat and safe condition, and in good repair (and free of snow and ice, if applicable), at Licensee's sole cost and expense.

4.3. Alterations. Licensee shall not construct, install or make any alterations or improvements of any kind in the Licensed Area.

4.4. Signage. Licensee shall not install or utilize any signage in or around the Licensed Area without first obtaining Licensor's prior written consent, which Licensor may withhold in its sole discretion. Any exterior and interior signage must conform to Licensor's sign criteria and shall be professionally made at Licensee's expense. Licensee shall comply with all visual merchandising standards of Licensor.

4.5. Trash Disposal. **INTENTIONALLY DELETED.**



4.6. Security. Licensee shall be responsible for its own security. Licensor shall not be liable for the security of any personal property (including, without limitation, Licensee's displays, fixtures and/or merchandise) in the Licensed Area or elsewhere in the Shopping Center. Licensee shall bear all risk of loss or damage to any personal property of Licensee or at the Licensed Area or the Shopping Center.

4.7. Compliance with Law. Licensee shall conduct its activities in accordance with all applicable governmental laws and regulations (including, without limitation, all environmental laws); and shall secure all permits and licenses required by law.

4.8. Rules and Regulations. Licensee shall comply with Licensor's rules and regulations made available from time to time to Licensee by Licensor.

4.9. Use of Shopping Center Name. Licensee may use only the name of the Shopping Center and its address in its advertisements and other materials and shall not utilize any other Shopping Center information, including, without limitation, photographs or site plans.

## 5. Insurance and Indemnification.

5.1. Insurance Requirements. Licensee shall comply with the insurance requirements set forth on Exhibit B at all times during the Term.

5.2. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor and its principals, officers, members, partners, shareholders, directors, agents, employees, contractors, mortgagee(s), and affiliates, and their respective heirs, successors and assigns (each a "**Licensor Party**"), from and against all claims, actions, damages, liability and expense of every kind, including without limitation reasonable attorneys' fees and expenses, arising out of (a) Licensee's use, operation or maintenance of the Licensed Area or the Shopping Center; or (b) any acts, failures, omissions or negligence of Licensee, its agents, employees, contractors, invitees, sublicensees, and assigns (each a "**Licensee Party**"), unless the same is judicially determined pursuant to a final non-appealable judgment to have resulted solely and directly from the willful misconduct or gross negligence of the Licensor.

5.3. Limitation of Liability. No Licensor Party shall be liable for, and Licensee waives, all claims for loss or damage, economic or otherwise, to Licensee's business or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Licensed Area or any part of the Shopping Center, due to any cause. Licensee shall use and occupy the Licensed Area, and such other portions of the Shopping Center as Licensee is given the right to use, at Licensee's own risk. Licensee agrees that, in the event Licensee shall have any claim against Licensor under this Agreement, Licensee's sole recourse shall be against Licensor's interest in the Shopping Center for the satisfaction of any claim or judgment requiring the payment of money by Licensor, and no other assets of any Licensor Party shall be subject to any enforcement procedure for the satisfaction of any such claim or judgment. Licensee agrees that no Licensor Party shall be responsible for any lost profits or any consequential, special, incidental or punitive damages incurred or sustained by any Licensee Party in connection with Licensee's occupancy of the Licensed Area.

## 6. Default and Termination.

6.1. Events of Default. Any breach by Licensee of any covenant or obligation contained in this Agreement, or in any mortgage or other document encumbering the Shopping Center, or of any of the rules and regulations applicable to the Shopping Center, is an "**Event of Default**".

6.2. Licensor's Remedies. Upon the occurrence of an Event of Default that is not cured within after two (2) days written notice by Licensor to Licensee, Licensor may take any or all of the following actions:

- (a) Terminate this Agreement, in which case Licensee will immediately vacate the Licensed Area and comply with the Surrender Obligations;
- (b) Recover damages from Licensee including, without limitation, all Fees that would otherwise be due and payable by Licensee during the Term;
- (c) Perform Licensee's obligations at Licensee's expense, together with Licensor's administrative costs related thereto in an amount equal to twenty percent (20%) of the total cost of such items; and/or
- (d) Pursue any other remedy provided at law or in equity.

6.3. Exercise of Remedies. Licensee hereby grants to Licensor full and free right to enter into the Licensed Area, to take possession of the Licensed Area with or without process of law, and to expel and remove Licensee or any other person who may be occupying the Licensed Area or any part thereof. Licensee will reimburse Licensor for any and all costs and expense, including reasonable attorneys' fees, which Licensor incurs in connection with any default by Licensee and/or the enforcement of this Agreement. No remedy or election hereunder shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity.

6.4. Termination. In addition, Licensor shall have the right to terminate this Agreement at any time, and for any reason (including, without limitation, due to casualty or condemnation) or for no reason, effective on the date which is thirty (30) days after written notice of election of such termination, in which case this Agreement and the License granted hereunder shall terminate as of such effective date, and Licensee shall vacate and surrender the Licensed Area and comply with the Surrender Obligations. In the event of termination, Licensor shall refund to Licensee the portion of any pre-paid Fees that applies to the balance of the unused Term. Licensee shall have the right to terminate this Agreement at any time, and for any reason (including, without limitation, due to casualty or condemnation) or for no reason, effective on the date which is sixty (60) days after written notice of election of such termination

7. Limitation on Transfers. Licensee may not assign, transfer, mortgage, or encumber this Agreement (or any direct or indirect interest herein), sublicense the Licensed Area, or otherwise allow any portion of the Licensed Area to be occupied or used by any other person or entity (whether by merger, consolidation, operation of law, transfer of direct or indirect ownership interests or otherwise) (each a "Transfer"), in each case, without the consent of Licensor, which consent may be withheld in Licensor's sole discretion. Licensor reserves the right to assign this Agreement, and upon any such assignment, and Licensor shall be released of all liability and obligations arising under this Agreement.

## 8. Miscellaneous.

8.1. Not a Lease. This Agreement shall not be construed as granting to Licensee any leasehold or other real estate interest in the Licensed Area to Licensee. This Agreement merely grants Licensee the right to enter upon, occupy and use the Licensed Area during the Term in accordance with the terms and conditions hereof. Licensee agrees that this Agreement does not create or constitute a lease, sublease, assignment or easement.

8.2. Subordination. This Agreement is subject and subordinate in all respects to any mortgage or financing now or hereafter placed against the Shopping Center and any restrictions set forth in any documents which are currently or in the future recorded against the Shopping Center.

8.3. Notices. All notices to be given hereunder by either of the parties shall be in writing and shall be deemed duly served if addressed to the Licensor Notice Address or the Licensee Notice Address, as applicable and: (i) deposited with the United States Postal Service as certified mail, return receipt requested, with proper postage prepaid; or (ii) deposited with FedEx or other reliable overnight courier; (iii) or, for notices given to Licensee, delivered in person to any employee or agent of Licensee at the Licensed Area. Either party may change its notice address by notice to the other party. If service shall be made by certified mail, such service shall be deemed completed as of the third day following the mailing of such notice in the manner aforesaid. If service shall be made by overnight courier, such service shall be deemed completed as of the next business day following the deposit with the overnight courier.

8.4. Broker. Licensee represents and warrants that Licensee has not dealt with any broker in connection with this Agreement, and Licensee agrees to indemnify Licensor against any liability arising from a breach of this representation and warranty, including reasonable attorneys' fees.

8.5. No Waiver. Failure of Licensor to insist upon the strict performance of any provisions of this Agreement or to exercise any option or any rule or regulation shall not be construed as a waiver for the future of any provisions, option, rule or regulation.

8.6. Restricted Parties. Licensee represents that neither Licensee, nor the principals, officers, partners, and/or members of Licensee: (i) are identified on any U.S. Government or other government list of prohibited or restricted parties, including, but not limited to, the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury, or (ii) are owned or controlled by or acting on behalf of a party on any such list.

8.7. Entire Agreement; Severability; Amendment; Successors; Time of Essence. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision. This Agreement may be modified only in a writing signed by Licensor and Licensee. The covenants and conditions herein contained shall inure to and bind the respective heirs, permitted successors, executors, administrators and assigns of the parties hereto, and the terms "Licensor" and "Licensee" shall include the successors and assigns of either such party, whether immediate or remote, except as otherwise specifically set forth in this Agreement to the contrary. Time is of the essence of this Agreement and of all provisions hereof.

8.8. Governing Law; Venue. This Agreement shall be governed by and construed pursuant to the laws of the State in which the Shopping Center is located. Licensor and Licensee consent to the jurisdiction and venue of the applicable state and federal courts located in the County and State in which the Shopping Center is located. Licensee hereby waives the right to a jury trial in connection with any lawsuit arising from this Agreement.

8.9. Counterparts. This Agreement shall become effective only upon execution and legal delivery by both Licensor and Licensee. However, this Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. This Agreement may be executed as PDF originals and each copy of this Agreement bearing the PDF transmitted signature of any party's authorized representative shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Short Term License Agreement as of the Effective Date.

**LICENSOR:**

ERT 163rd Street Mall, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Howard Porter

Title: SVP, Specialty Leasing

**LICENSEE:**

Toaras Emes Academy of Miami Inc.  
d/b/a Yeshiva Toras Chaim Toras Emes

By: 

Name: RABBI TISHEL Y. NIMAN

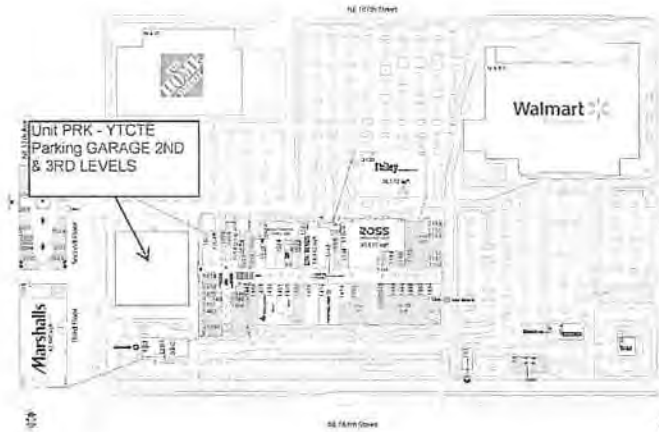
Title: DEAN

**EXHIBIT A**  
**LICENSED AREA**

**Mall at 163rd Street**

Miami-Fort Lauderdale-Pompano Beach, FL

25,9262, -80.1738  
1205 NE 163rd Street | Miami, FL 33162



**Available Space**

A-1	3,202 SF	1429	128 SF
A-2	2,226 SF	1441	4,226 SF
A-3	9,241 SF	1442	813 SF
A-4	3,411 SF	1443	1,432 SF
A-5	1,047 SF	1444	541 SF
A-6	1,247 SF	1445	7,402 SF
A-7	1,842 SF	1446	2,776 SF
A-8	3,251 SF	1447	3,437 SF
A-9	4,400 SF	1448	1,172 SF
A-10	1,403 SF	1449	1,483 SF
A-11	4,400 SF	1450	1,915 SF
A-12	2,858 SF	1451	2,046 SF
A-13	4,204 SF	1452	14,711 SF
A-14	817 SF	1453	845 SF
A-15	10,158 SF	1454	872 SF
A-16	4,875 SF	1455	1,372 SF
A-17	4,502 SF	1456	2,420 SF
A-18	1,522 SF	1457	3,964 SF
A-19	1,448 SF	1458	8,403 SF
A-20	1,382 SF	1459	4,501 SF
A-21	12,064 SF	1460	4,266 SF
A-22	1,770 SF	1461	1,738 SF
A-23	2,287 SF	1462	2,188 SF

**Current Retailers**

A-1	Bluebird	1,279 SF	1101	Walmart	12,064 SF
A-2	Costco	2,156 SF	1102	Walmart Supercenter	12,064 SF
A-3	Home Depot	3,026 SF	1103	Walgreens	1,432 SF
A-4	Family Dollar	3,250 SF	1104	Walgreens	1,432 SF
A-5	Best Buy	4,502 SF	1105	Walgreens	1,432 SF
A-6	Chase	4,502 SF	1106	Walgreens	1,432 SF
A-7	DocuSign	848	1107	Walgreens	1,432 SF
A-8	Walmart Supercenter	12,064 SF	1108	Walgreens	1,432 SF
A-9	Walmart Supercenter	12,064 SF	1109	Walgreens	1,432 SF
A-10	Walmart Supercenter	12,064 SF	1110	Walgreens	1,432 SF
A-11	Walmart Supercenter	12,064 SF	1111	Walgreens	1,432 SF
A-12	Walmart Supercenter	12,064 SF	1112	Walgreens	1,432 SF
A-13	Walmart Supercenter	12,064 SF	1113	Walgreens	1,432 SF
A-14	Walmart Supercenter	12,064 SF	1114	Walgreens	1,432 SF
A-15	Walmart Supercenter	12,064 SF	1115	Walgreens	1,432 SF
A-16	Walmart Supercenter	12,064 SF	1116	Walgreens	1,432 SF
A-17	Walmart Supercenter	12,064 SF	1117	Walgreens	1,432 SF
A-18	Walmart Supercenter	12,064 SF	1118	Walgreens	1,432 SF
A-19	Walmart Supercenter	12,064 SF	1119	Walgreens	1,432 SF
A-20	Walmart Supercenter	12,064 SF	1120	Walgreens	1,432 SF
A-21	Walmart Supercenter	12,064 SF	1121	Walgreens	1,432 SF
A-22	Walmart Supercenter	12,064 SF	1122	Walgreens	1,432 SF
A-23	Walmart Supercenter	12,064 SF	1123	Walgreens	1,432 SF

**BRIXMOR**

Katy Welsh (407) 903-2509 | katy.welsh@brixmor.com | BRIXMOR.com

NOT TO SCALE

The foregoing site plan is attached to show the approximate location of the Licensed Area and general layout of the Shopping Center. Unless otherwise expressly set forth this Agreement, Licensor makes no representation or warranty that the Shopping Center will be exactly as depicted herein or that the occupants shown will remain in occupancy during the Term. The Shopping Center excludes the parcel(s) of land shown as "N.A.P", which are owned and/or controlled by a party (or parties) other than the Licensor.

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

1. **Required Coverages.** Licensee shall, from and after the Commencement Date (or such earlier date as it occupies or utilizes the Licensed Area) and at all times during the Term, at its sole cost and expense, carry and maintain the insurance coverages designated below (“Licensee’s Insurance”) with respect to the Licensed Area:

- Property Insurance:** Fire and extended coverage insurance insuring its fixtures, inventory, furniture and equipment of Licensee in the Licensed Area for the full replacement value thereof with the broadest possible coverage (“all risk” form), insuring against all risks of direct physical loss.
- Liability Insurance:** Commercial general liability coverage for the benefit of Licensor and Licensee with a limit of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.
- Workmen’s Compensation Insurance:** Workmen’s compensation insurance insuring against and satisfying the workmen’s compensation laws of the State in which the Shopping Center is located.
- Automobile Liability Insurance:** Comprehensive Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) covering bodily injury, including personal injury resulting therefrom, and property damage.
- Additional Required Coverage:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Insurance Requirements.** All insurance policies required to be carried by Licensee shall comply with the following requirements:

- (a) Licensee’s Insurance shall be issued by an insurance company authorized to do business in the State in which the Shopping Center is located and having a Best’s Insurance Guide rating of at least A:X.
- (b) Licensee’s Insurance (other than any policy of workmen’s compensation insurance) will name Licensor and such other persons or firms as Licensor specifies from time to time as additional insured.
- (c) Certificates of insurance policies and, upon Licensor’s request, copies of such insurance policies will be delivered to Licensor prior to the date that Licensor delivers the Licensed Area to Licensor, and at any date the prior policy expires or Licensor requests same.
- (d) Licensee’s Insurance will provide that it may not be terminated or amended except after thirty (30) days prior written notice to Licensor.
- (e) All public liability property damage, liability and casualty policies maintained by Licensee shall be written as primary policies, not contributing with and not supplemental to coverage that Licensor may carry.

- 
- (f) Licensee shall cause its insurance carrier to issue appropriate endorsements to its fire and extended coverage policies of insurance carried in connection with the Licensed Area or the contents of the Licensed Area, which endorsements waive such insurer's subrogation rights under such policies against Licensor.
  - (g) Licensee's Insurance shall not be subject to any deductible or self-insured retention.

3. **Waiver of Subrogation.** Without limiting any release or waiver of liability or recovery set forth elsewhere in this Agreement, Licensee hereby waives any and all rights of recovery against Licensor (and against the occupants of other space in the Shopping Center) and against Licensor Parties, for loss of or damage to Shopping Center insured under any valid and collectible insurance policy in force at the time of such loss or damage, to the extent of any recovery collected under such insurance policy. Licensee, from time to time, shall cause its insurer to issue appropriate endorsements to all policies of insurance carried in connection with the Shopping Center or the Licensed Area or the contents of the Licensed Area, which endorsements waive such insurer's subrogation rights under such policies against the Licensor.

## EXHIBIT C

### PERCENTAGE RENT

If the Basic Terms require the payment of Percentage Rent, then the following provisions shall apply:

1. **Gross Sales Reports.** Within 15 days after the end of each month during the Term, Licensee shall deliver to Licensor a report of Licensee's Gross Sales for the preceding month. In addition, by February 1st of each year during the Term, Licensee shall deliver to Licensor a report of Licensee's Gross Sales for the preceding calendar year, certified to be true and accurate by either, at Licensee's option, a certified public accountant or a financial officer of Licensee. The term "**Gross Sales**" means the sum of all sales of goods, services, and all other income and receipts whatsoever of all business conducted in or from the Licensed Area (whether made for cash, on credit, or otherwise), and shall include such sales and services: (i) where the orders originate at the Licensed Area, but delivery or performance thereof is made elsewhere; (ii) where the orders are made by mail, telephone, facsimile, from a website, email, or other like means and filled from the inventory located at the Licensed Area; (iii) are made by means of an kiosk, computer terminal, merchandise or other vending devices in the Licensed Area; and/or (iv) achieved as a result of transactions originating from whatever source that Licensee in the ordinary course of business would credit or attribute to its business at the Licensed Area. Licensee either shall upload Licensee's Gross Sales Reports to Licensor's Online Tenant/Licensee Portal or send by U.S. mail (or nationally recognized delivery service) to: Sales Audit Department, Brixmor Property Group, 200 Ridge Pike, Suite 100, Conshohocken, PA 19428. Licensee shall include the name of the Licensee and the Shopping Center in all submissions by mail. Said reports shall be in a form and substance reasonably acceptable to Licensor. If Licensee fails to provide any Gross Sales report when due, then Licensee shall incur a late fee of \$150.00 per month per report until such report is received by Licensor. The provisions of this section shall survive the expiration or sooner termination of this Agreement.

2. **Payment of Percentage Rent.** Licensee shall also pay for the Licensed Area, without any set-off, deduction and/or counterclaim, as an additional component of the License Fee, percentage rent equal to (i) the percentage rent specified in the Basic Terms (the "**Percentage**"), multiplied by (ii) the Gross Sales for the applicable month, to the extent the Gross Sales are in excess of the Natural Breakpoint (the "**Percentage Rent**"). As used herein, the "**Natural Breakpoint**" is equal to the amount of the monthly License Fee, divided the Percentage. For example, if the monthly License Fee is equal to \$1,000, and the Percentage is equal to 10%, then the Natural Breakpoint would be  $\$1,000 \div 10\% = \$10,000$ . Percentage Rent shall be payable in arrears for the prior calendar month, on the twenty fifth (25th) day of each month, in the same manner as the payment of the License Fee. Upon the expiration or earlier termination of the Term, a payment of Percentage Rent with respect to any month or months at the end the Term for which no Percentage Rent has been paid shall be due on the last day of the Term at the same per-diem rate as the last full calendar month in which a Gross Sales report was delivered, and upon delivery of the Gross Sales report for the applicable month or months, Licensor and Licensee shall make such payments as are required to reconcile any over-payment or under-payment of such final installment of Percentage Rent.



## Exhibit F

### **Conditions of Approval**

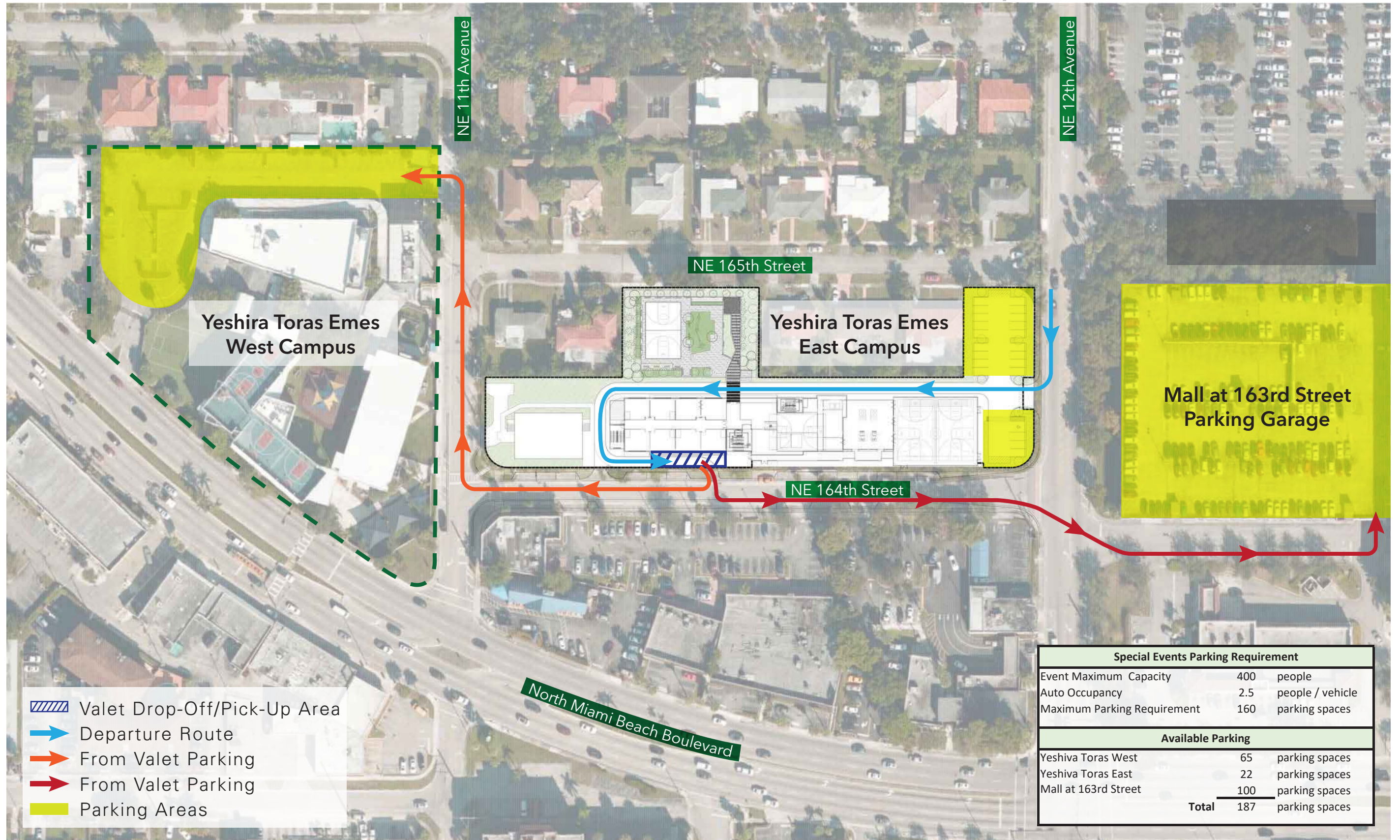
1. That new courts at ground and rooftop levels will cease operation at the end of the school day and any associated lighting, except as needed for life-safety, will likewise be turned off at the end of the school day.
2. That Applicant provide a translucent vinyl mesh or similar material as reviewed and approved by Community Development Department staff to be installed on the north facing rooftop fence to screen activity from nearby residences.
3. Subject to review and approval by Miami-Dade County and the City of North Miami Beach, the Applicant shall relocate the cross-walk on NE 12 Avenue from NE 165 Street to the intersection of NE 164 Street that connects the southeast corner of the East Campus to the area by the southwest corner of the 163rd Street Mall parking garage.
4. That the Lots composing the East Campus be combined with Unity of Title and/or platted as applicable prior to Certificate of Occupancy.
5. That the Applicant adhere to the arrival/dismissal operations plan and circulation procedures listed in Exhibit "C."
6. That if the Applicant were to remove the portables on the West Campus to provide additional parking spaces that a minor site plan modification be applied for.
7. That any improvements proposed to the existing West campus are not within the scope of this approval and will require a separate site plan modification.
8. Prior to issuance of the Certificate of Use for the new building on the east campus, the Applicant shall provide a revised lease for 100 spaces at the 163rd Street Mall and provide proof of the revised lease to the City. Annually in conjunction with renewal of

the business tax receipt for the use the Applicant shall provide proof of the lease for 100 parking spaces off-site unless otherwise modified through applicable City approval.

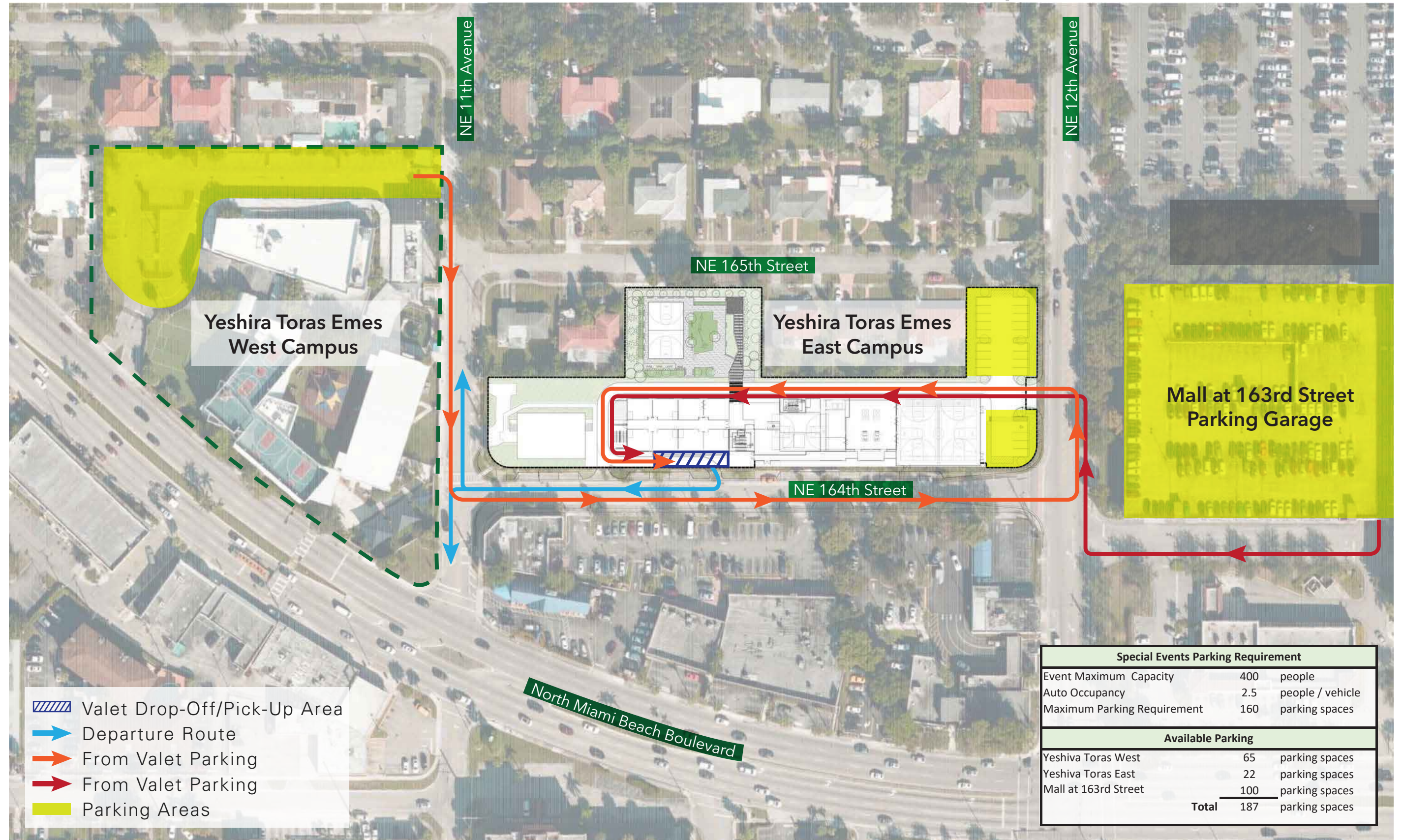
9. The Applicant shall mainly use the off-site parking for staff to maintain spaces available on-site for guests and visitors during the school day.
10. The Applicant shall maintain a lease for 100 parking spaces off-site for the life of the use until such time as the Applicant can locate the parking on its own property or properties. Modifications to the lease and/or operations at the East or West Campus that impact parking, including but not limited to the intensity of the use, seeking alternative off-site locations for parking and/or locating parking on the Applicant's own property or properties shall require the Applicant to meet with Community Development Department staff to discuss before making any changes and may result in the need to provide updated documentation and/or return to the City Commission for approval of modification to either site plan and/or traffic study.
11. The Applicant shall have staff members ride the buses that transport students to and from the Yeshiva so that those staff members do not have to drive to the Yeshiva.
12. The Applicant shall work to encourage staff to carpool, ride buses or seek alternative transportation arrangements to and from the Yeshiva to reduce the number of single occupancy cars traveling to the Yeshiva.
13. To ensure safe and orderly special events:
  - Maximum occupancy for an event at the gymnasium of 400 persons
  - No event shall be permitted from 4:00 AM to 6:00 AM
  - The Applicant shall provide a valet service on-site for parking and stacking vehicles, including in tandem configuration at the West Campus. The valet operator will use the School's

queuing lane, and drop-off and pick-up area and existing parking areas at the West Campus and East Campus. As needed, the Applicant will lease additional spaces in the nearby area, such as at the 163 Street Mall, for additional storage of vehicles.

- Prior to the first event, the Applicant shall provide a valet service contract and operations plan, including hours of operation and circulation plans detailing the area(s) designated for valet parking on-site and, as applicable, off-site, both subject to review and approval by Community Development Director and the City's Police Department.
- The Applicant shall provide security personnel for special events held at night



**Exhibit 1**  
Valet Operations Arrival



**Exhibit 1**  
Valet Operations Departure