



YOUR PROFESSIONAL PARKING COMPANY

AGREEMENT TO PROVIDE PARKING MANAGEMENT



**CITY OF CORAL GABLES
405 BILTMORE WAY
CORAL GABLES, FL 33134**

Submitted By:
Asta Parking Inc.
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YOUR PROFESSIONAL PARKING COMPANY

November 6, 2025

**City of Coral Gables
c/o Page Perez (Asset Manager)
405 Biltmore Way
Coral Gables, FL 33134
e. pperez@coralgables.com
p. 305-460-5314**

Asta Parking, Inc. wishes to submit this proposal to City of Coral Gables to manage the Property located in Coral Gables, FL as more specifically identified as 330 and 350 Aragon Avenue, Coral Gables, Florida 33134 or Folio No. 0341080063440 and 0341080063420. Our professional services will positively reinforce your commitment and desire to provide the best service possible for its patrons. Our goal in pursuing this opportunity is to form a mutually beneficial and long-lasting relationship.

We have a specialized team dedicated to the parking lots we manage and operate. Our highly qualified staff is the key ingredient to our ongoing success, and we are proud that many of our team members have been with us for over 20 years. Asta Parking prides itself in achieving standards that set us apart from our competitors. With more than 200 team members for our parking operations and over 100 operational self-park locations, we are able to respond efficiently and, when needed we are able to "pull" staff that may be required to assist in high volume times. That team includes 24/7 Parking Compliance Officers and a Facility Maintenance Team.

Our portfolio consists of many well-known establishments along the eastern part of the United States, including Surface Parking Lots in Canada (Newfoundland), North Florida (Tallahassee), Northeast Florida (St. Augustine), Atlanta, Georgia, Town of Munster, Indiana, Key West, and the South Florida Region (West Palm Beach, Deerfield Beach, Fort Lauderdale, Hollywood, Miami, Miami Beach, Coral Gables). A list of some of our property owner references that we have had long term relations with is included in this introductory binder, and we encourage you to contact them personally.

Key Points Of This Proposal:

- **Introduce and Maintain a Professional Operation to The Parking Facility**

We look forward to the opportunity to personally review our proposal with you and answer any questions you may have. We are excited about managing the parking services, and we are looking forward to being your parking provider for many years to come.

Kind Regards,
Kash Patel
President
Asta Parking, Inc.



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This Lease Agreement To Provide Parking Management (the “Lease”) is entered into as of _____ (hereinafter referred to as the “Effective Date”) by and between Asta Parking Inc., a Florida corporation (hereinafter referred to as “Tenant”) and City of Coral Gables a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as “City”) with respect to Tenant’s agreement as set forth below to provide parking management services to City at its property more specifically located at 330 Aragon Avenue, Coral Gables, Florida 33134 or Folio No. 0341080063440 (hereinafter referred to as “City Property East”) and 350 Aragon Avenue, Coral Gables, Florida 33134 or Folio No. 0341080063420 (hereinafter referred to as “City Property West”) and collectively referred to as “Property” and both described on the attached **Exhibit A**.

Term:

The Term of this Lease shall be five years (5) years commencing upon the issuance of a Business Tax and/or Occupational License from the City, permitting Tenant to commence the use of the Property as a pay-for-parking lot (“Commencement Date”) and terminating at midnight five (5) years thereafter (hereinafter referred to as “Initial Term”). The Initial Term shall automatically renew for an additional period of five (5) years (“Renewal Term”) unless Tenant notifies City in writing no less than thirty (30) days in advance prior to the expiration of the initial Term of its intent not to renew this Lease; provided, however, that the Initial Term shall not renew if Tenant is in default at the expiration of the Initial Term. Rent for the first (1st) year of the Renewal Term shall increase by three percent (3%) over the Rent payable during the final year of the Initial Term, and thereafter, Rent shall increase annually by three percent (3%).

Description of Property:

Tenant has inspected the Property, accepts the Property in its present “AS IS,” “WHERE IS,” and “WITH ALL FAULTS” condition, without any representations or warranties of any kind, express or implied, from the City, and determined that its size is sufficient for Tenant’s intended use.

The parties acknowledge that the Property is intended to be operated in coordination with: (i) the parking lot owned by Gables Projects, LLC, located at 340 Aragon Avenue, Coral Gables, Florida 33134 (Folio No. 03-4108-006-3430) (the “Private Aragon Lot”); and (ii) the properties owned by Gables Projects 2, LLC (Folio Nos. 03-4108-006-3400 and 03-4108-006-3390) (collectively, the “Le Jeune Lot”).

The Property and the Private Aragon Lot are collectively referred to as the “Aragon Lots.” The Private Aragon Lot and the Le Jeune Lot are collectively referred to as the “Private Lots.” Tenant leases the Private Lots pursuant to separate lease agreements with Gables Projects, LLC and Gables Projects 2, LLC, respectively (collectively, the “Private Lot Leases”).

Tenant’s rights and obligations under this Lease are contingent upon the Private Aragon Lot Lease remaining in full force and effect, as the Property and the Private Aragon Lot are intended to function as a single, coordinated parking facility.



If any of the Private Lot Leases are terminated, expires, or otherwise becomes ineffective in a manner that materially interferes with the joint operation of the Property and the Private Aragon Lot, City may, at its option, immediately terminate this Lease upon written notice to Tenant and this Lease shall be of no further force and effect. Tenant shall promptly notify City of any default, termination, or other event affecting the validity of the Private Lot Leases.

Requirement / Scope of Work:

Phase I:

The City shall remove the planters on the Aragon Lots. The City approves Tenant's restoration of the Aragon Lots to their prior parking-friendly configuration substantially similar to the plans attached hereto as **Exhibit B** (collectively, the "Phase I Work"), including but not limited to:

- Re-striping the lot;
- Installing parking stops and signage; and
- Utilizing the existing curb cuts to create a surface parking lot consisting of approximately 86 parking spaces.

Phase II:

The City shall reasonably cooperate, at no out-of-pocket cost to the City, with Tenant and Gables Projects, LLC and Gables Projects 2, LLC to resolve outstanding drainage issues at the Le Jeune Lot so that the Le Jeune Lot can be placed into operation and integrated as a parking lot with the Aragon Lots, as substantially similar to the plans attached hereto as **Exhibit C**, to provide the maximum number of parking spaces to serve the neighboring businesses. Without limiting the foregoing, the City shall:

- Approve a drainage solution reasonably acceptable to the City under which drainage from the Le Jeune Lot may be handled via a dry pipe connection to the existing drainage facilities on the Property, or such other drainage solution as may be reasonably acceptable to the City, Tenant, and Gables Projects, LLC and Gables Projects 2, LLC;
- Reasonably coordinate with Tenant's civil engineer, at no out-of-pocket cost to the City, in connection with required drainage permitting and supporting documentation; and
- Use commercially reasonable efforts to avoid imposing a unity of title or similar requirement on the Le Jeune Lot and the Private Aragon Lot in recognition that the owners of such parcels are related but not identical, while still complying with applicable laws, ordinances, codes, orders, rules, and regulations (collectively, "Laws").

Any and all work to be completed by or on behalf of Tenant in connection with Phase I and Phase II, including, but not limited to, the necessary drainage work, shall be at the Tenant's sole cost and expense. Upon City approval to allow the Le Jeune Lot to be used as a parking lot, the Phase I parking lot shall be reconfigured by Tenant, at Tenant's sole cost and expense, such that the parking lot shall consist of approximately 119 parking spaces substantially similar to the layout on the attached **Exhibit C**.



All work to be completed by or on behalf Tenant, including, but not limited to, the work included in Phase I and Phase II above, shall be performed in a good and workmanlike manner by licensed contractors and subcontractors, and shall be completed in a lien free manner and in accordance with all Laws.

Tenant agrees to provide parking management services for the Property for the parking of motor vehicles and for no other purposes. The collection of revenues from the pay-for-parking operation will be via the use of revenue collection equipment and/or in-stock signage (payment by phone app), installed at Tenant's sole cost and expense. Tenant will install any and all in-stock signage required by Laws and as necessary on the Property in Tenant's sole discretion for visitors of the Property and the general area. The enforcement for non-paying customers or violators of the Property will be at the sole discretion of Tenant via the use of parking notices, booting, towing and/or LPR (License Plate Recognition) system; provided, however, that all enforcement shall be in accordance with all Laws. Booting and towing would be used if the patron has unpaid parking notices.

The City will reasonably cooperate with Tenant by executing any and all documents reasonably acceptable to the City and reasonably necessary and/or required by City to assist Tenant in any approval process that allows Tenant to obtain a permit for the use of the Property as a pay-for-parking lot, if required. In the event City does not allow for such use, or necessary improvements required for Phase I and/or Phase II may be cost-prohibitive, Tenant may choose, at Tenant's sole discretion, to terminate this Lease upon ten (10) days advance written notice to the City and this Lease shall be of no further force and effect as to the Property.

Rent:

Beginning on the Commencement Date of this Lease, the rent shall be Twenty-Five Thousand Dollars (\$25,000) per month ("Rent"). Rent shall be prorated for any partial months.

Commencing upon the issuance of a Business Tax and/or Occupational License from City, permitting Tenant to commence the use of the Le Jeune Lot as a pay-for-parking lot, the above Rent shall be increased to Thirty Thousand Dollars (\$30,000) per month payable by the first (1st) of the month. Rent shall be prorated for any partial months.

Rent shall be paid to the City in lawful money of the United States of America either (i) at the City's address, or to such other address as the City may from time to time designate in writing, or (ii) or via electronic funds transfer to bank account instructions provided by the City.

Insurance:

Upon the Effective Date, Tenant will deliver to City a Certificate of Insurance evidencing its maintenance of commercial insurance coverage (which coverage shall be maintained, by Tenant, in full force and effect throughout the Term and shall not be cancellable or subject to material modification without at least thirty (30) days prior written notice to City), with the following coverage amounts with City added on as "Certificate Holder" and "Additional Insured":



INSURANCE & RISK MANAGEMENT

Below is our minimum insurance coverages:

General Liability:

\$2,000,000	General Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$500,000	Fire Legal Liability (Any One Fire)
\$500,000	Employee Theft City Premises

Umbrella Liability:

\$4,000,000	Excess Liability per Occurrence
\$4,000,000	Aggregate

Garage Keepers:

\$1,000,000 / \$250,000 Per Vehicle	Garage Keepers Legal Liability (Per Location)
\$5,000 Deductible / \$10,000 Vehicle Theft	Self-Insured Retention-Combined per Occurrence for General Liability and Garage Keepers Legal Liability (Loss Costs included within the self-insured retention)

Workers Compensation:

\$1,000,000	Each Accident
\$1,000,000	Disease – Each Employee
\$1,000,000	Disease – Policy Limits

Garage Liability:

covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Lease with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate

Auto Liability:

covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Lease, with a combined single limit of liability for bodily injury and property damage of not less than:

Any Auto (Symbol 1)
 Combined Single Limit (Each Accident) - \$1,000,000
 Hired Autos (Symbol 8)
 Combined Single Limit (Each Accident) - \$1,000,000
 Non-Owned Autos (Symbol 9)
 Combined Single Limit (Each Accident) - \$1,000,000



Required Endorsements:

The following endorsements to the insurance policies required hereunder with City approved language are required:

Additional insured status provided on a primary & non-contributory basis on all required coverages except workers' compensation.

Waiver of Subrogation on all required coverages.

Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City by the insurance company. The City only requires the same statutory notice that an insurance company must provide to the insured, however such notices must be provided not be less than thirty (30) days in advance of the effective date of any such cancellation, non-renewal, or material change, except a ten (10) day notice of cancellation is acceptable for cancellation due to non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

**CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 100085 – CE
DULUTH, GA 30096**

All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.

Notwithstanding anything to the contrary in this Lease, the City and the Tenant mutually waive their respective rights of recovery against each other and each other's officers, directors, constituent partners, agents and employees, to the extent any loss is or would be covered by any insurance policies required to be carried under this Lease or otherwise carried by the waiving party, and the rights of the insurance carriers of such policy or policies to be subrogated to the rights of the insured under the applicable policy. The Tenant shall cause its insurance policy to be endorsed to evidence compliance with such waiver.

Additional Requirements:

Tenant will be responsible, at its sole cost and expense, for all permits and licenses as may be required by applicable laws, regulations, codes, ordinances, and statutes, subject to reasonable cooperation from City, as necessary. Tenant, its agents, employees and contractors will comply at all times with all applicable federal, state and local laws, rules, ordinances, codes, orders and regulations. Tenant shall be responsible, at its sole cost and expense, for all repairs, maintenance, and replacements necessary to keep the Property in good order and condition, including, but not limited to, debris removal, trash cleanup, lighting, general maintenance, the landscaping replacement, removal or replanting, asphalt repair, lighting, parking stop replacement, or any hardscape maintenance. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Property in good condition and repair, reasonable wear and tear excepted.



Notwithstanding anything to the contrary, Tenant's responsibility necessary to commence operation of the Phase I parking lot shall be limited to the following: Re-striping, lighting, parking stops adjustment / replacement (if necessary) and minor asphalt and curb repair, and any other work required by Laws. The parties acknowledge and agree that all required work should be interpreted and applied in a manner that maximizes the number of available parking spaces while maintaining compliance with applicable Laws. The City and Tenant share the mutual goal of streamlining approvals and minimizing nonessential improvements so the Phase I and Phase II can be placed into operation as promptly as possible, recognizing the positive economic and community benefits that increased parking capacity will provide to nearby businesses.

Tenant shall provide such service as an independent contractor and neither Tenant nor any of its employees shall be deemed or considered an employee or agent of City.

****Enforcement will be provided via parking charge notices. Towing or booting will only be utilized on an as needed basis agreed upon by City and Tenant****

Early Termination:

City may terminate the Lease upon not less than thirty (30) days prior written notice to Tenant and payment of a termination fee of \$10,000.00 (such fee only if termination occurs during the Initial Term) and the occurrence of either of the following conditions (a "Termination Event"): (i) City enters into a bona fide contract for the sale of the Property to an unaffiliated third party, or (ii) submission of a site plan, development plan, or building permit application for the redevelopment of the Aragon Lots (the "Development Plans").

Default:

Monetary Default

Tenant shall be in default under this Lease if Tenant fails to pay any amount due hereunder within five (5) business days of the date when due. Additionally, if any installment of Rent is not paid within five (5) business days of the date when due, Tenant shall pay a late fee of \$500 per late installment of Rent, and all overdue amounts shall accrue interest at a rate of twelve percent (12%) per annum from the expiration of such 5-business day period, which shall be deemed additional Rent hereunder.

In the event of such monetary default, City, in addition to all rights and remedies at law or in equity, may cancel this Lease by giving written notice thereof to the Tenant within twenty (20) business days of the default. If the Tenant does not cure the default within ten (10) days of receipt of written notice, this Lease shall be terminated effective as of the date of said notice ("Notice of Termination") and be of no further force and effect. The Tenant party shall be required to pay all sums owed through the date of termination.

If either party shall default in the performance of any of its obligations under this Lease then:



Non-Monetary Default Capable of Being Cured

In the event the default is non-monetary in nature so long as the default is caused by City and shall be capable of being cured, using good faith diligent efforts, within thirty (30) calendar days from the notice of default, or such reasonable time thereafter, so long as the City has commenced the cure within such 30-day period and thereafter, diligently prosecutes to completion, the Lease shall not be terminated; however, the Lease shall be abated (with no Rent due from Tenant to City) until such time as the default is fully cured by City, but in no event sooner than one hundred twenty (120) days from Tenant's notice of default, subject to force majeure. Any portion of the Term then in effect so abated hereunder shall be added to the Term of the Lease.

So long as the default is caused by Tenant and shall be capable of being cured, using good faith best efforts, within thirty (30) calendar days from the notice of default, the Lease shall not be terminated. In the event the default is caused by Tenant, Rent shall be owed during the cure period.

Non-Monetary Default Incapable of Being Cured

In the event for any reason any default is not capable of being cured, using good faith best efforts, within thirty (30) calendar days of the notice of default, then in that event the non-defaulting party may or may not, in its sole discretion, choose to waive the default or to terminate the Lease, in writing, which termination shall be effective immediately upon the date of said Notice ("Notice of Termination").

In the event of any default by Tenant under this Lease, the City shall have all rights and remedies available under this Lease and at law or in equity. Additionally, for any non-monetary default by Tenant that is not cured within the applicable cure period, City may, but is not obligated to, cure such non-monetary default, and any costs reasonably incurred by City shall be reimbursed by Tenant within thirty (30) days of City's demand.

Notwithstanding the foregoing, in the event that City is unable to provide quiet enjoyment or use of the Property as contemplated by the terms of this Lease for any reason, including, without limitation, civil commotion, the implementation of travel, movement, and large-gathering restrictions by federal, state or local government, or through an act of God or any other cause reasonably beyond the control of City and not caused by the direct action or inaction of Tenant ("Force Majeure") and Tenant is not able to use the Property or any portion thereof, then so long as Tenant is not then in default beyond applicable notice and cure periods, Tenant may request that City equitably abate rent in proportion to the Property that cannot be used by Tenant for a period agreed to by City, which request shall be subject to the City's approval, not to be unreasonably withheld. The length of any such abatement period shall be automatically added to the then current Term.

Taxes:

All property taxes and assessments assessed against the Property shall be paid by the City; provided, however, that Tenant shall be solely responsible to pay prior to delinquency all taxes



and assessments assessed against Tenant's personal property in the Property. Tenant shall be responsible to remit any sales tax related to its parking operations per the terms of this Lease.

Alterations:

Any repairs, replacements, improvements, alterations, or additions to the Property that are capital in nature pursuant to GAAP (collectively, the "Capital Alterations") shall be subject to the City's prior written consent, not to be unreasonably withheld. Any and all Capital Alterations and other improvements, alterations or additions to the Property (together with the Capital Alterations, the "Alterations") shall be performed in a good and workmanlike manner by licensed contractors and subcontractors, and shall be completed in accordance with all Laws. The Tenant shall be solely responsible to obtain any necessary permits for the Alterations. Any and all Alterations to the Property shall become the property of the City upon the expiration or earlier termination of this Lease.

Casualty or Condemnation:

In the event of a casualty or condemnation affecting the Property, either the City or the Tenant may elect to terminate this Lease by giving not less than thirty (30) days' written notice to the other party of such termination. If neither party elects to terminate this Lease, then the Tenant shall, at its sole cost and expense, be responsible for restoring the Property to a condition substantially similar to that which existed immediately prior to such casualty or condemnation. In the event of taking of any portion of the Property by condemnation, the City shall be entitled to the entire award. In the event of any casualty damage to the Property not caused by Tenant, or its agents, employees or contractors, Tenant may request that the City repair any items that are capital in nature pursuant to GAAP at the City's cost and expense. The City will consider such request in good faith, but approval shall remain in the City's sole discretion.

Miscellaneous Provisions:

- a) **Time:** Time is of the essence as to the performance of all terms, conditions, provisions and obligations of this Lease and the precise performance of each term, condition, provision and obligation at the precise time stated herein is of absolute importance. The failure to perform on time is a default under the terms of this Lease.
- b) **Assignment:** The Tenant shall not have the right to assign, sell or transfer its respective interest in this Lease without the prior written consent of the City, which consent may be withheld in the City's sole discretion. Any proposed assignee of Tenant shall have a comparable financial condition and operating experience as Tenant has as of the date of this Lease, as reasonably determined by City.
- c) **Notices:** All notices and other communications given or made pursuant to this Lease shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed



electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; provided, however, that no notice by electronic mail shall be effective unless physical notice is simultaneously sent by one of the other methods herein, (c) upon receipt or first refused delivery after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) upon receipt or first refused delivery after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

Notices will be addressed as follows:

City: City of Coral Gables
c/o Page Perez (Asset Manager)
405 Biltmore Way
Coral Gables, FL 33134
e. pperez@coralgables.com
p. 305-460-5314

With a copy to: Holland & Knight LLP
c/o Vivian de las Cuevas-Diaz
701 Brickell Avenue, Suite 3300
Miami, FL 33131
e. vivian.cuevas@hkllaw.com

Tenant: Asta Parking, Inc.
3020 NE 32 Avenue, Ste 326
Fort Lauderdale, Florida, 33308
kash@astaparking.com

- d) **Litigation:** In any litigation arising out of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees incurred through pre-trial, trial, appeal and/or bankruptcy. The parties agree that the Court in which such proceedings were conducted may determine attorney fees to the prevailing party based on affidavits submitted by the respective parties without the necessity for presenting "live" expert witness testimony.
- e) **Governing Law:** This Lease shall be construed, enforced and interpreted under the laws of the State of Florida.
- f) **Venue:** In any litigation arising out of or related to this Lease, sole and exclusive venue shall be exclusively in Miami-Dade County, Florida.
- g) **Pronouns:** All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof, as the identity of the person or persons as the situation may require.



- h) **Counterparts/Electronic Mail Signatures:** This Lease may be executed in one or more counterparts each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement which may be sufficiently evidenced by one such counterpart. Signatures may be given via electronic mail and shall be deemed given as of the date and time of the transmission by electronic mail to the other party and shall be treated as originals.
- i) **Titles/Captions:** The title or captions of each paragraph and subparagraph of this Lease are inserted for convenience and reference only and they neither form a part of this Lease nor are they to be used in the construction or the interpretation hereof.
- j) **Entire Agreement; No Representations:** This Lease, together with all Exhibits and Addenda attached hereto, (collectively referred to as the "Lease") supersedes and replaces all prior and contemporary oral and written understandings, agreements and representations between the parties and it is mutually understood and agreed that the Lease represents the entire agreement between the parties hereto and no representations or inducements prior hereto which are not included and embodied in this Lease shall be valid, enforceable or admissible as evidence in any litigation arising out of this Lease. As the parties agree that this Lease is the product of negotiation between them, the parties further agree that any ambiguities contained in this Lease shall not be construed against any party as the drafter.
This Lease shall not be construed in favor of or against any party hereto, but shall be construed as if any parties prepared this Lease. This Lease shall inure to the benefit of, and the binding upon, each and every one of the parties hereto, and their heirs, personal representatives assign, and other successors in interest of each party hereto. Any term, provision, covenant, or condition of this Lease shall remain in full force and effect and shall in no way be affected, impaired, invalidated or modified other than by agreement in writing by both parties herein.
- k) **WAIVER OF TRIAL BY JURY:** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER, INCIDENTAL TO OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES TO ENTER INTO THE THIS LEASE.
- l) **Severability:** If any part of this Lease violates a provision of Law, the Law will control. The remaining part of this Lease will remain in full force and effect. Without limiting the generality of the foregoing, it is the intention of the parties



hereto that all provisions of this Lease be given full force and effect and be enforceable strictly in accordance with their terms. If the unenforceable part or parts cannot be so modified such part or parts will be unenforceable and considered null and void in order that the mutual paramount goal, that this Lease be enforced to the maximum extent possible strictly in accordance with its term, can be achieved.

- m) **Modifications:** This Lease shall not be modified except in writing subscribed to by all parties and referencing this Lease.
- n) **Non-Disturbance By City:** N/A.
- o) **Subordination By Tenant:** Tenant hereby subordinates its rights hereunder to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Property and to all advances made or hereafter to be made upon the security thereof. This shall be self-operative and no further instrument of subordination shall be required by any Mortgagee. However, Tenant, upon request of any party in interest, shall execute promptly such instrument or certificates to carry out the intent hereof as shall be required by City.
- p) **Estoppel Certificate:** Within ten (10) days after request by City, or in the event that upon any sale, assignment or hypothecation of the Property and/or the land thereunder by City an estoppel certificate shall be required from Tenant, Tenant agrees to deliver, in recordable form, an estoppel certificate to any proposed mortgagee or purchaser or to City certifying (if such be the case) that this Lease is in full force and effect, whether this Lease has been amended, whether there are any known uncured defaults by City of its obligations under this Lease and that there are no defenses or offsets thereon or stating those claimed by Tenant.
- q) **Attornment:** Tenant shall, in the event of a sale or assignment of City's interest in whole or in part in the Property, or if the Property or such building comes into the hands of a mortgagee, ground lessor or any other person, whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, termination of the ground lease or otherwise, attorn to the purchaser or such mortgagee or other person and recognize the same as landlord hereunder. Tenant shall promptly execute, at the City's request, any attornment agreement required by any mortgagee, ground lessor or other such person to be executed, containing such provisions as such mortgagee, ground lessor or other person requires.
- r) **Financing Agreements:** Tenant shall not enter into, execute or deliver any financing agreement that can be considered as a priority to any mortgage or deed or trust that City may have placed upon the Property.
- s) **Survival:** Any provision that must survive in order to give proper effect to its intent shall survive the expiration or earlier termination of this Lease.



- t) **Americans With Disabilities Act:** The Tenant is responsible, at its sole cost and expense, during the term of the Lease, to ensure that the Property is in full compliance with the Americans With Disabilities Act ("ADA") of July 26, 1990, 42 U.S.C. Section 12191, et. seq. as amended from time to time, and the regulations promulgated pursuant thereto.
- u) **Authority:** Any person executing this Lease on behalf of a corporation, partnership or estate warrants that he or she has been duly authorized by such entity or estate to execute this Lease on its behalf pursuant to duly adopted resolutions, order or the court or some other document or agreement empowering him or her to do so.
- v) **Sovereign Immunity:** The City and the Tenant acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against the City other than claims arising out of this Lease. Specifically, the Tenant acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Lease. Furthermore, the Tenant understands that it has no right and will not make any claims based upon any of the following: (i) claims based upon any alleged breach by the City of warranties or representations not specifically set forth in this Lease; (ii) claims based upon negligence or any tort arising out of this Lease; (iii) claims upon alleged acts or inaction by the City, its elected officials, attorneys, administrators, consultants, agents, or any City employee; or (iv), claims based upon an alleged waiver of any of the terms of this Lease. Nothing else in this Lease is intended to operate as a waiver of the City's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.
- w) **Florida Public Records Law:** Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such statute. The Tenant acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. The Tenant also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Tenant agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.
- x) **Indemnity; Hold Harmless:** The Tenant shall defend, indemnify and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees (collectively, "City Parties") from and against any and all suits, actions, claims, costs, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs at trial and all other levels) of any kind or nature whatsoever relating to (i) the use, operation and management of the Property by the Tenant, its agents, employees, contractors, invitees, or customers;



(ii) any breach of this Lease by the Tenant; or (iii) the negligence or willful misconduct of the Tenant, or its agents, employees or contractors.

- y) **No Liability For Damage or Loss:** The Tenant and all users of the Property shall park their vehicles at their own risk. The City shall have no responsibility or liability whatsoever for any injury, damage, theft, vandalism, fire, or loss to any vehicle or its contents, however caused, including, without limitation, by third parties, weather events, or the actions or omissions of the Tenant or its agents, employees or contracts. The use of the Property does not create a bailment or custodial relationship between the City and any party, and the City disclaims any duty to monitor or protect vehicles or personal property on in the Property.
- z) **No Liens or Code Violations:** The Tenant shall keep the Property and all parts thereof at all times free of any and all code violations, mechanic's liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for the Tenant. The Tenant further agrees that it will promptly pay and satisfy all code violations, liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character. In the event any such lien shall be made or filed, the Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. The Tenant shall promptly, but in no event more than thirty (30) days after notice from the applicable governmental authority, remove any and all code violations affecting the Property.
- aa) **No Waiver:** Failure of the parties to declare any event of default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default. No waiver of any term, provision, condition or covenant of this Lease, or the failure by the parties to insist upon strict performance of one or more covenants or conditions of this Lease, shall be deemed to imply or constitute a further waiver by the parties of any other term, provision, condition or covenant of this Lease.
- bb) **Miscellaneous:** All references to days herein shall mean calendar days unless otherwise expressly noted. All exhibits attached to this Lease, are hereby incorporated in and made a part hereof. Neither this Lease nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida. The Tenant certifies that it is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and that they are not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity or nation. The Tenant agrees to defend, indemnify and hold harmless the City from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the



foregoing certification; this indemnity shall survive expiration or earlier termination of this Lease.

You can reach Kash Patel with Asta Parking Inc. at (954)-214-3830 or kash@astaparking.com.

Accepted by:

(Signature)

City of Coral Gables (City)

Print Name: Peter Iglesias

Title: City Manager

Date: _____

Accepted by:

Prakash Patel

(Signature)

Asta Parking Inc. (Asta)

Print Name: Prakash Patel

Title: President

Date: 12/3/2025

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Print Name: Cristina Suarez

Title: City Attorney

Date: _____

ATTEST:

By: _____

Print Name: Billy Urquia

Title: City Clerk

Date: _____



Exhibit A

Folio No. 0341080063440 and 0341080063420

Property Address: 330 and 350 Aragon Avenue, Coral Gables, Florida 33134





Exhibit B



ARCHITECT:



301 almeria avenue, suite 210
coral gables, florida, 33134
tel 305.447.1927 - fax 305.443.5986

CONSULTANTS:

Consultant
Address
Phone
Fax
e-mail

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PROJECT NAME:
340 Aragon Avenue Parking Lot

PROPERTY ADDRESS
340 Aragon Avenue
Coral Gables, Florida 33134
OWNER INFORMATION
Gables Projects INC

Preliminary Study

ISSUE DATE: 10-15-2025
PROJECT No.: 2024-04
DRAWN BY: GHP
APPROVED BY: Approver

REVISIONS:

No.	Description	Date

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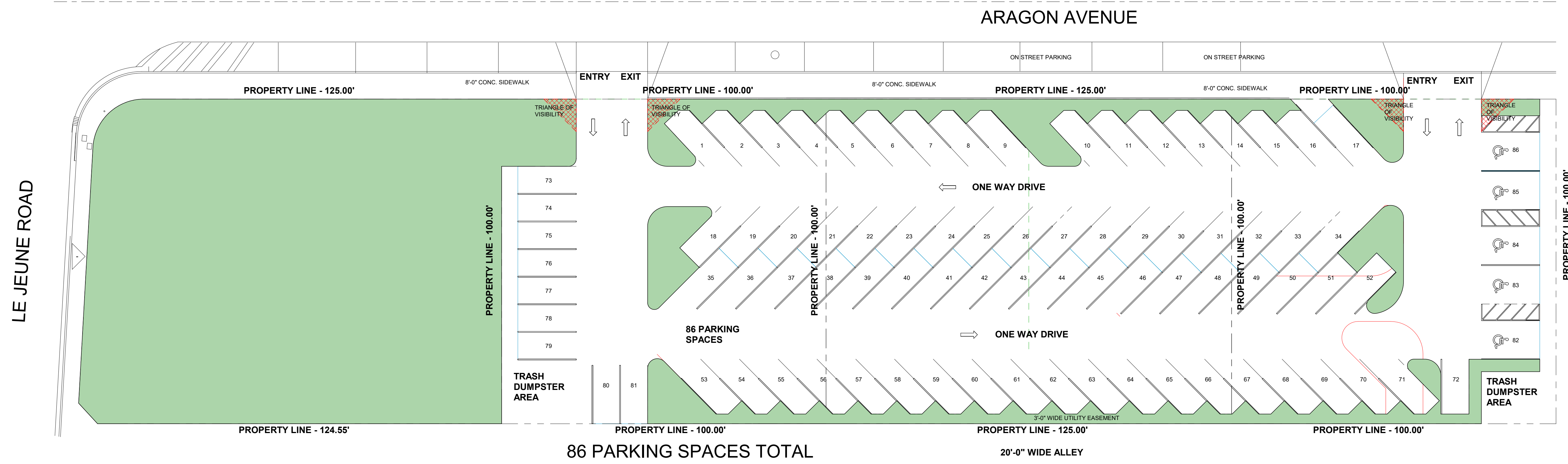
SEAL:

SIGNATURE:
MARSHALL BELLIN AR-5564
GLENN H PRATT, AIA, AR-9608
DAVID FUENTES AR-97043

SHEET TITLE:
Site Plan / Option C

SCALE: 1/16" = 1'-0"
SHEET No.:

A1.1-C



86 PARKING SPACES TOTAL

1 Layout Copy 1
1/16" = 1'-0"

Parking Quantities			
Count	Unit Description	Type	Comments
81	Parking Space	8'6" x 18' - 90 deg	Standard
3	Parking Space - ADA	12' x 18' (5' Aisle)	H/C
2	Parking Space	12' x 18' - 90 deg ADA	
Grand total			



Site Location Map

11/14/2025 2:52:27 PM



Exhibit C





301 almeria avenue, suite 210
coral gables, florida, 33134
tel 305.447.1927 - fax 305.443.5986

CONSULTANTS:

Consultant
Address
Address
Phone
Fax
e-mail

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PROJECT NAME:

340 Aragon Avenue Parking Lot

PROPERTY ADDRESS
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Coral Gables, Florida 33134
OWNER INFORMATION
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SEAL:

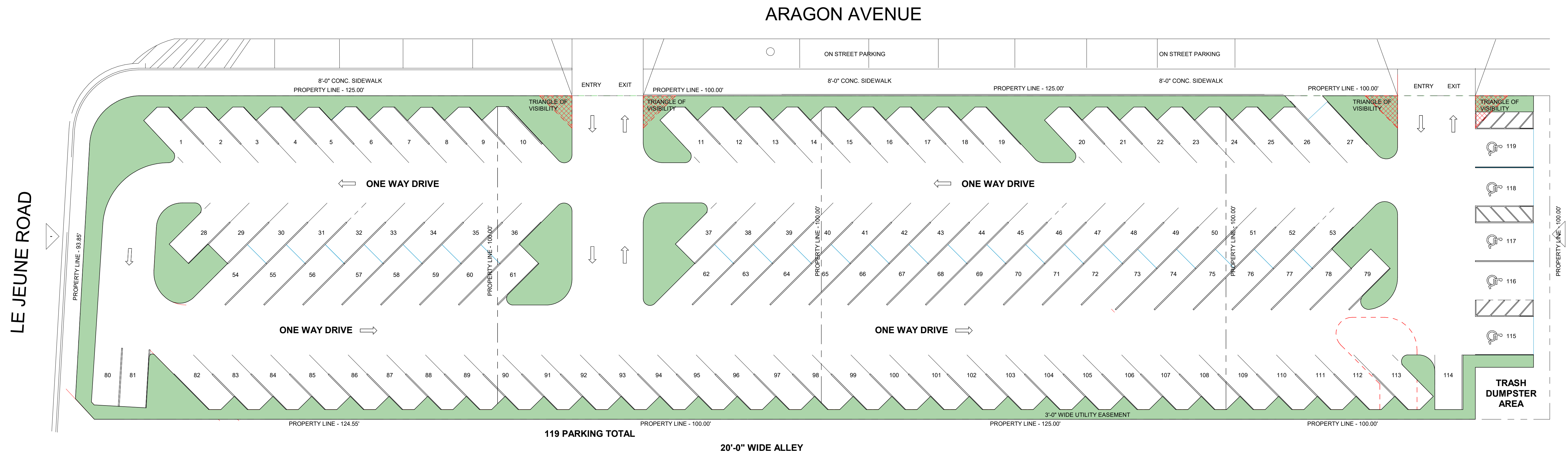
SIGNATURE:
MARSHALL BELLIN AR-5564
GLENN H PRATT, AIA, AR-9608
DAVID FUENTES AR-97043

SHEET TITLE:

Site Plan / Option B

SCALE: 1/16" = 1'-0"
SHEET No.:

A1.1 - B



1 Layout Copy 1
1/16" = 1'-0"

Parking Quantities			
Count	Unit Description	Type	Comments
114	Parking Space	8'6" x 18' - 90 deg	Standard
3	Parking Space - ADA	12' x 18' (5' Aisle)	H/C
2	Parking Space	12' x 18' - 90 deg ADA	
Grand total			



Site Location Map