



MEMORANDUM Substitute
Agenda Item No. 7(J)(1)(C)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. DATE: **December 4, 2003**
and Members Board of County Commissioners

FROM: 
George M. Burgess
County Manager

SUBJECT: Resolution Approving
Amendment Two to the
South Miami Metrorail
Lease

This substitute item differs from the original in that it corrects a scrivener's error in the legal description and sketch constituting Exhibits "B" and "F."

RECOMMENDATION

It is recommended that the Board approve Amendment Two to the South Miami Metrorail Lease between Miami-Dade County and Hometown Station, Ltd., and authorize the County Manager to execute same and exercise all provisions contained therein. The amendment adds a remnant of adjacent Miami-Dade County land to the joint development leased premises ("Demised Premises") at the South Miami Metrorail Station site and, by association, increases the Minimum Guaranteed Rent payment to Miami-Dade County.

BACKGROUND

On December 16, 1999, by Resolution No. R-1375-99, the Board approved the South Miami Metrorail Lease ("Ground Lease") between Miami-Dade County ("County"), through its user department Miami-Dade Transit ("MDT"), and Hometown Station, Ltd. ("Hometown") for a joint development project at the South Miami Metrorail Station. Said Ground Lease contained a sketch of the land area which totaled 37,372 square feet ("SF") and included a portion of an existing Metrobus ingress driveway.

Memorandums of Lease were recorded on May 25, 2001 in OR Book 19686 at Page 3968, June 19, 2001 in OR Book 19729 at Page 3053 and August 23, 2001 in OR Book 19861 at Page 707 of the Public Records of Miami-Dade County.

On October 23, 2001, by Resolution R-1198-01, the Board ratified the County Manager's action executing Amendment One to the Ground Lease to correct scriveners' errors contained in the 1999 lease document. The amendment reflected a total Demised Premises of perimeter and vacant land area as 33,127 SF, not including use of the Metrobus ingress driveway.

On July 8, 2003, by Resolution No. R-747-03, the Board approved a lease agreement ("Space Lease") between Miami-Dade County, through its user department General Services Administration, and Hometown for a premises to be utilized by the County for administrative offices of the Miami-Dade Housing Agency ("MDHA"). Premises is to be a 160,469 SF, 8-story building located on the southeast side of the existing South Miami Metrorail garages along S.W. 59th Place.

The initial design for the MDHA building, as approved by the Board, included a portion that was to be built over the Metrobus ingress driveway to accommodate the full size of the building desired. During the later design of the building, Arquitectonica, the new project architect, pointed out a security breach: by building over the bus driveway, unauthorized trucks and automobiles could pass or pause underneath the building. The initial plan of the building was revised so that 100% of the structure was located on the ground by relocating the bus ingress driveway slightly to the south. That relocation has been approved by MDT.

The relocation requires a larger footprint for the building by 4,139 SF, although the square footage of the building remains the same. The site cannot be expanded in any other direction since it is bordered by dedicated right of way and the existing garage. To relocate the driveway and increase the building's land area is the preferred solution from both a practical and security standpoint. The Demised Premises perimeter and vacant land areas, with the additional square footage, will now total 37,266 SF.

Pursuant to State of Florida Statutes, Section 125.35, when the Board of County Commissioners finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property, and, when, due to the size, shape and location and value of the parcel, it is determined by the Board that the parcel is of use only to one or more adjacent property owners, the Board may effect a private sale of the parcel. The adjacent property owner on all sides of the relatively small-sized remnant is the County. The adjacent land area to the north, currently leased by Hometown with 89 lease years remaining, is the land area for the MDHA office building. Because the 4,139 SF parcel cannot be developed in and of itself, no one but Hometown can develop it and MDT has no plans to develop the parcel. The parcel can be developed only if attached to another land area.

Pursuant to the Ground Lease, Hometown pays the County \$180,000 in annual Minimum Guaranteed Rent plus 5% Participation Rent of all gross income generated each year from all commercial, retail, residential or any other use of the Demised Premises. The initial land size and air rights, included in the Ground Lease per the October 2001 Amendment One, was a total of 87,332 SF. The addition of 4,139 SF to the Demised Premises increases the size by 4.74% to 91,472 SF. Accordingly, Minimum Guaranteed Rent is increased proportionately to a new annual rent of \$188,532. The amount of Participation Rent is increased as well due to MDHA building rent and associated retail and residential uses.

FISCAL IMPACT

There will be no cost to the County if the additional 4,139 SF is added to the Demised Premises. Further, Hometown shall be responsible for all design, construction and all associated costs therein of relocating the existing Metrobus ingress driveway and any other structures located on County land not comprising the Demised Premises.

 12/3/03

Surface Transportation Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners **DATE:** December 4, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Substitute
Agenda Item No. 7(J)(1)(C)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Substitute
Agenda Item No. 7(J)(1)(C)
12-4-03

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT TWO TO THE "SOUTH MIAMI METRORAIL LEASE" BETWEEN MIAMI-DADE COUNTY AND HOMETOWN STATION, LTD.; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Amendment Two to the "South Miami Metrorail Lease" between Miami-Dade County and Hometown Station, Ltd., in substantially the form attached hereto and made a part hereof, and authorizes the County Manager to execute same for and on behalf of Miami-Dade County and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who
moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this
4th day of December, 2003. This resolution shall become effective ten (10) days after the
date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective
only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. B. J.

Bruce Libhaber

By: _____
Deputy Clerk

**AMENDMENT TWO TO
SOUTH MIAMI METRORAIL LEASE**

This Amendment Two to South Miami Metrorail Lease ("Amendment") is dated as of this ____ day of _____, 200__, by and between Miami-Dade County, a political subdivision of the State of Florida, through Miami-Dade Transit ("Landlord"), and Hometown Station, Ltd., a Florida limited partnership ("Tenant").

W I T N E S S E T H

WHEREAS, Landlord and Tenant are parties to that certain South Miami Metrorail Lease ("Lease") dated December 16, 1999, in the form approved by Resolution No. R-1375-99, adopted on December 16, 1999 by the Board of County Commissioners of Miami-Dade County, Florida ("Board"), as that Lease may be amended from time to time, and which is incorporated herein by reference; and

WHEREAS, the parties gave notice of the Lease by filing Memoranda of Lease on May 25, 2001 in OR Book 19686 at Page 3968, June 19, 2001 in OR Book 19729 at Page 3053 and August 23, 2001 in OR Book 19861 at Page 707 in the Public Records of Miami-Dade County; and

WHEREAS, the parties amended the Lease in the form approved by Resolution No. R-1198-01, ratified and adopted on October 23, 2001 by the Board, and which is incorporated herein by reference; and

WHEREAS, Tenant is party to that certain Hometown Station Lease Agreement ("Space Lease") with Miami-Dade County through General Services Administration dated July 25, 2003, in the form approved by Resolution No. R-747-03, adopted on July 8, 2003 by the Board for a premises to be utilized by Miami-Dade County user department Miami-Dade Housing Agency ("MDHA") for administrative offices, and which is incorporated herein by reference; and

WHEREAS, Tenant designed a building, a portion of which was to be built over the Metrobus ingress driveway at the South Miami Station site in order to accommodate the desired MDHA building; and

WHEREAS, Tenant determined that a building over the bus driveway would be exposed to unauthorized vehicles driving and/or stopping underneath the building thereby posing a security breach; and

WHEREAS, Tenant desired the full-size building to be secure; and

WHEREAS, Tenant concluded that the only physical way to build the full size building was to relocate the Metrobus ingress driveway, acquire additional land, and build the full-size building on solid land; and

WHEREAS, the parties identified an additional 4,139 SF of Landlord's real property at the South Miami Station site adjacent to Tenant's Demised Premises, site of the proposed MDHA building; and

WHEREAS, the parties agree to amend the Lease on the terms and conditions provided below.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants expressed herein, the parties agree as follows:

1. Revised Legal Description of Demised Premises. Corrected Exhibit "B" and Corrected Exhibit "F" revised August 16, 2001 attached to the Lease are hereby removed, superseded and replaced by 2nd Corrected Exhibit "B" and 2nd Corrected Exhibit "F" revised September 29, 2003 attached hereto and made a part hereof, as if they had been originally attached to the Lease and Memoranda of Lease recorded in Official Records Books 19686/3968, 19729/3053 and 19861/707 in the Public Records of Miami-Dade County, Florida. All references to the "Demised Premises" in the Lease, as amended hereby, shall be deemed to refer to the property described on 2nd Corrected Exhibit "B" and 2nd Corrected Exhibit "F."

2. Revised Minimum Rent. The amount of \$180,000 annual Minimum Rent referred to in Article 3 originally contained in the Lease and Exhibit "I" originally attached to the Lease is hereby superseded and replaced by the amount of \$188,532.00 as if it had been originally contained and attached to the Lease and Memoranda of Lease recorded in Official Records Books 19686/3968, 19729/3053 and 19861/707 in the Public Records of Miami-Dade County, Florida. All references to "Minimum Rent" in the Lease, as amended hereby, shall be deemed to refer to the amount of \$188,532.00.

3. Memorandum of Lease. Tenant shall cause a Memorandum of Lease reflecting Amendment Two to be recorded in the Official Records Books in the Public Records of Miami-Dade County and provide a copy containing said OR Book and Page to Landlord.

4. Severability and Survival. If any provisions of this Amendment of sections hereof or the application thereof to any person or situation shall to any extent be held invalid or unenforceable or terminate by virtue of the terms herein contained, the remainder of this Amendment shall survive, and the application of such provision or section to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected hereby, and the remainder of the amendment shall continue to be valid and be enforced to the fullest extent permitted by law.

5. Captions. The article headings and captions of this Amendment are for convenience and reference only and in no way define, limit or describe the scope or intent of this Amendment.

6. Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Amendment was negotiated and drafted at arms' length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Amendment which has been drafted by counsel for both parties.

7. Entire Agreement. Except as expressly modified by the terms of this Amendment, the remaining terms of the Lease shall remain the same. This Amendment, together with the Lease, contain the entire agreement between the parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

Signatures begin on following page.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment Two to the Lease to be executed by their respective and duly authorized officers as of the date first above written.

OWNER OR LANDLORD

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____

Deputy Clerk

By: _____

_____, County Manager

Date Signed by Owner: _____

Approved by County Attorney's Office
as to form and legal sufficiency: _____

TENANT

WITNESS:

HOMETOWN STATION, LTD., a Florida limited partnership

By: Permanentia, Inc., a Florida corporation, General Partner

By: _____

By: _____

Raul Masvidal, President

Date Signed by Tenant: _____

Notarization begins on following page.

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Raul Masvidal, as President of Permanentia, Inc., managing general partner of Hometown Station, Ltd., a Florida limited partnership.

Personally Known _____ OR Produced Identification _____

Type of identification produced _____

Print or Stamp Name:
Notary Public, State of Florida
Commission No.:
My Commission Expires:

11

2ND CORRECTED EXHIBIT B

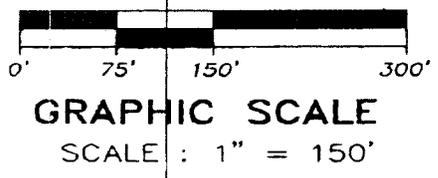
South Miami Metrorail Lease

Land: Legal description and sketch of:

- "Perimeter & Vacant Areas" revised September 29, 2003
(Supersedes all previous legal descriptions and sketches)

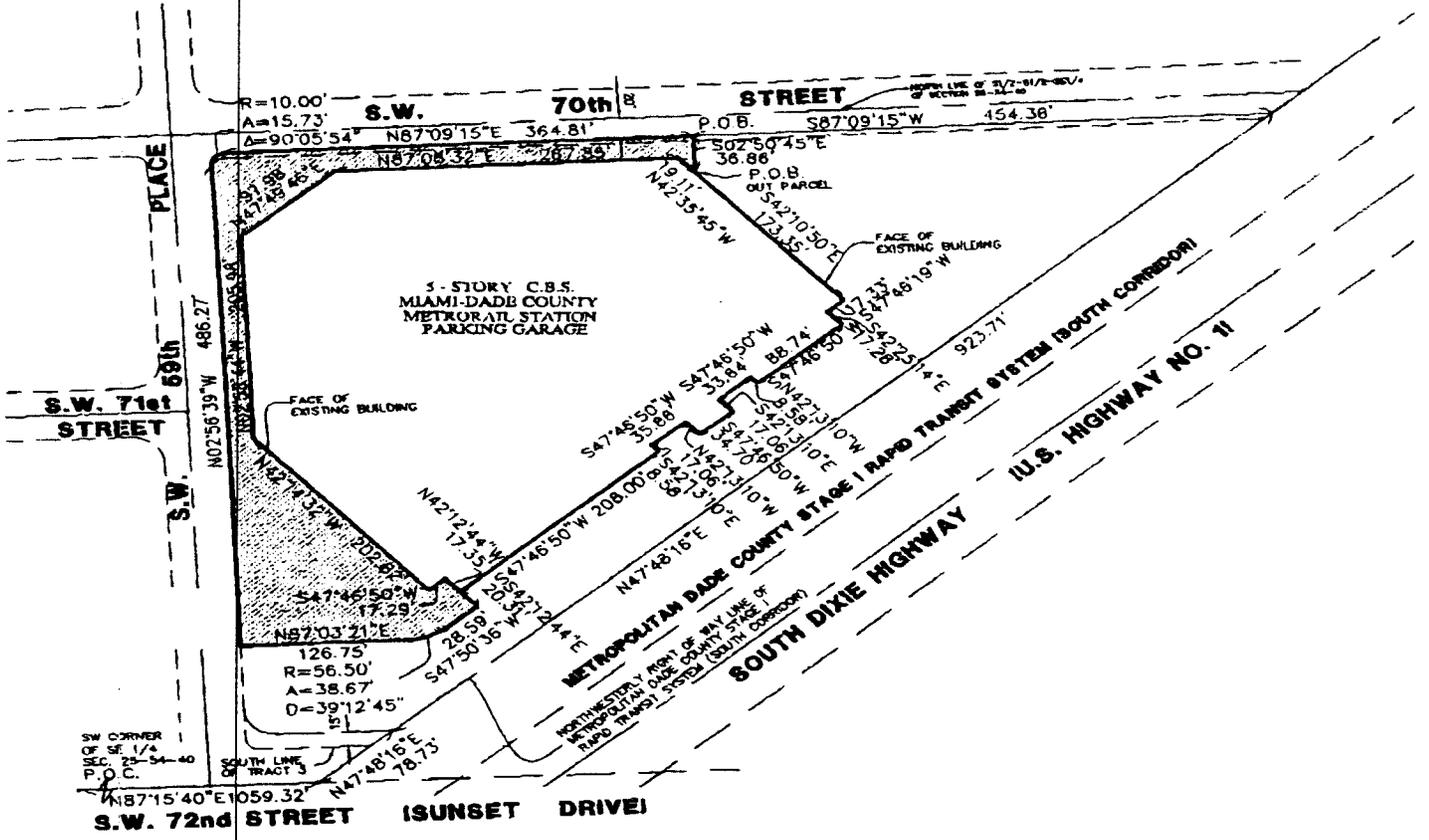
2ND CORRECTED EXHIBIT "B"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

**SOUTH MIAMI METRORAIL STATION LEASE
 PERIMETER & VACANT AREAS
 Miami-Dade County, Florida.**



ABBREVIATIONS & LEGEND

R/W	Right-of-Way Line
☉	Center Line
P.B.	Plat Book
PG.	Page
P.O.B.	Point of Beginning
P.O.C.	Point of Commence
P.T.	Point of Termination
R.	Radius
A.	Length
Δ	Central Angle
CH.	Chord



Notice:
 Not full and complete without pages 2, 3 and 4 of 4

B

"B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SOUTH MIAMI METRORAIL STATION LEASE PERIMETER & VACANT AREAS Miami-Dade County, Florida.

1. LEGAL DESCRIPTION:

A portion of South 1/2 of the South 1/2 of the SE1/4 of Section 25, Township 54 South, Range 40 East, and a portion of Tract 3, AMENDED PLAT OF COMMERCIAL LARKINS, according to the plat thereof as recorded in Plat Book 38, Page 5 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the SE1/4 of said Section 25; thence N87°15'40"E along the South line of said SE1/4 for 1059.32 feet to an intersection with the Northwesterly Right-of-Way line of the Metropolitan Dade County Stage I Rapid Transit System; thence N47°48'16"E along the said Northwesterly Right-of-Way line for 78.73 feet to an intersection with a line 15.00 feet North of and parallel with the South line of said Tract 3; thence continue N47°48'16"E along said Northwesterly Right-of-Way line for 923.71 feet; thence S87°09'15"W along a line 20.00 feet South of and parallel with the North line of said South 1/2 of the South 1/2 of the SE1/4 and along the North line of said Tract 3 for 454.36 feet to the Point of Beginning of the hereinafter described parcel of land; thence S02°50'45"E along a line perpendicular to the last described course for a distance of 36.86 feet to the intersection with exterior face of the existing building; the following twelve (12) courses along the exterior face of building; (1) thence S42°10'50"E for a distance of 173.35 feet; (2) thence S47°46'19"W for a distance of 17.33 feet; (3) thence S42°25'14"E for a distance of 17.28 feet; (4) thence S47°46'50"W for a distance of 88.74 feet; (5) thence N42°13'10"W for a distance of 8.58 feet; (6) thence S47°46'50"W for a distance of 33.64 feet; (7) thence S42°13'10"E for a distance of 17.06 feet; (8) thence S47°46'50"W for a distance of 34.70 feet; (9) thence N42°13'10"W for a distance of 17.06 feet; (10) thence S47°46'50"W for a distance of 35.66 feet; (11) thence S42°13'10"E for a distance of 8.58 feet; (12) thence S47°46'50"W for a distance of 208.00 feet; thence S42°12'44"E for a distance of 20.31 feet to a point; thence S47°50'36"W for a distance of 28.59 feet to the point of curvature; thence Southwesterly along a said curve to the right, concave to the Northwest, having a radius of 56.50 feet, through a central angle of 39°12'45" for an arc distance of 38.67 feet; thence S87°03'21"W for a distance of 126.75 feet to the point of intersection with the West line of Tract 3; thence N02°56'39"W along the said West line for a distance of 486.27 feet to a point of a curvature of a circular curve; thence Northeasterly along a said curve, concave to Southeast, having a radius of 10.00 feet, and a central angle of 90°05'54" for an arc distance of 15.73 feet to the point of tangency; thence N87°09'15"E along the North line of said Tract 3 for a distance of 364.81 feet to the Point of Beginning.

Less the following described Parcel:

Notice:

Not full and complete without pages 1, 3 and 4 of 4

" B "

09-29-03

Page 2 of 4

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SOUTH MIAMI METRORAIL STATION LEASE PERIMETER & VACANT AREAS Miami-Dade County, Florida.

LESS OUT PARCEL:

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Commence at the Southwest corner of the SE 1/4 of said Section 25; thence N87°15'40"E along the South line of said SE 1/4 for 1059.32 feet to an intersection with the Northwesterly Right-of-Way line of the Metropolitan Dade County Stage I Rapid Transit System; thence N47°48'16"E along the said Northwesterly Right-of-Way line for 78.73 feet to an intersection with a line 15.00 feet North of and parallel with the South line of said Tract 3; thence continue N47°48'16"E along said Northwesterly Right-of-Way line for 923.71 feet; thence S87°09'15"W along a line 20.00 feet South of and parallel with the North line of said South 1/2 of the South 1/2 of the SE 1/4 and along the North line of said Tract 3 for 454.36 feet; thence S02°50'45"E along a line perpendicular to the last described course for a distance of 36.86 feet a point on to the exterior face to the existing building, also being the Point of Beginning of the hereinafter described parcel of land; the following courses along the exterior face of the building; thence S42°10'50"E for a distance of 173.35 feet; thence S47°46'19"W for a distance of 17.33 feet; thence S42°25'14"E for a distance of 17.28 feet; thence S47°46'50"W for a distance of 88.74 feet; thence N42°13'10"W for a distance of 8.58 feet; thence S47°46'50"W for a distance of 33.64 feet; thence S42°13'10"E for a distance of 17.06 feet; thence S47°46'50"W for a distance of 34.70 feet; thence N42°13'10"W for a distance of 17.06 feet; thence S47°46'50"W for a distance of 35.66 feet; thence S42°13'10"E for a distance of 8.58 feet; thence S47°46'50"W for a distance of 208.00 feet; thence N42°12'44"W for a distance of 17.35 feet; thence S47°46'50"W for a distance of 17.29 feet to the intersection with the Southwesterly exterior face of the building; thence N42°14'32"W along the said face for a distance of 202.82 feet to the intersection with the westerly exterior face of the building; thence N02°58'44"W along the said face for a distance of 205.98 feet to the intersection with the Northwesterly exterior face of the building; thence N47°49'46"E along a said face for a distance of 97.98 feet to the intersection with the Northerly exterior face of the building; thence N87°08'32"E along the said face for a distance of 267.85 feet to the intersection with the Northeasterly exterior face of the building; thence S42°35'45"E along the said face for a distance of 19.11 feet to the Point of Beginning.

Containing 37,266.09 Square Feet more or less by calculations.

Bearings are referred to an assumed value of N87°15'40"E along the South line of S.E.1/4 of Section 25-54-40.

Notice:

Not full and complete without pages 1, 2 and 4 of 4

" B "

09-29-03

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SOUTH MIAMI METRORAIL STATION LEASE PERIMETER & VACANT AREAS Miami-Dade County, Florida.

2. SOURCES OF DATA:

The Legal Description of the subject property was generated from information provided by the client. In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

- Plat of AMENDED PLAT OF COMMERCIAL LARKINS, recorded in Plat Book 38, at Page 5, of the Public Records of Miami-Dade county, Florida.
- Section 25, Township 54 South, Range 40 East, recorded in Miami-Dade County, Florida.

3. LIMITATIONS:

Since no other information other than what is cited in the Sources of Data were furnished, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, or any other public and private entities as their jurisdictions may appear. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of public record.

This document does not represent a field boundary survey of the described property, or any part of parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description", was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

J. Bonfill & Associates, Inc.

Florida Certificate of Authorization Number LB 3398

By: _____

J. Bonfill
Juan J. Bonfill

Professional Surveyor and Mapper Number No. LS 3179
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

Date: September 29, 2003
Job No. 03-0739-1 Sketch&legal.dwg

Notice:

Not full and complete without pages 1,2 and 3 of 4

"B"

09-29-03

Page 4 of 4

2ND CORRECTED EXHIBIT F

South Miami Metrorail Lease

Demised Premises: Legal description and sketch consist of:

- 2nd Corrected Exhibit B, "Perimeter & Vacant Areas" revised September 29, 2003
(Supersedes all previous legal descriptions and sketches)

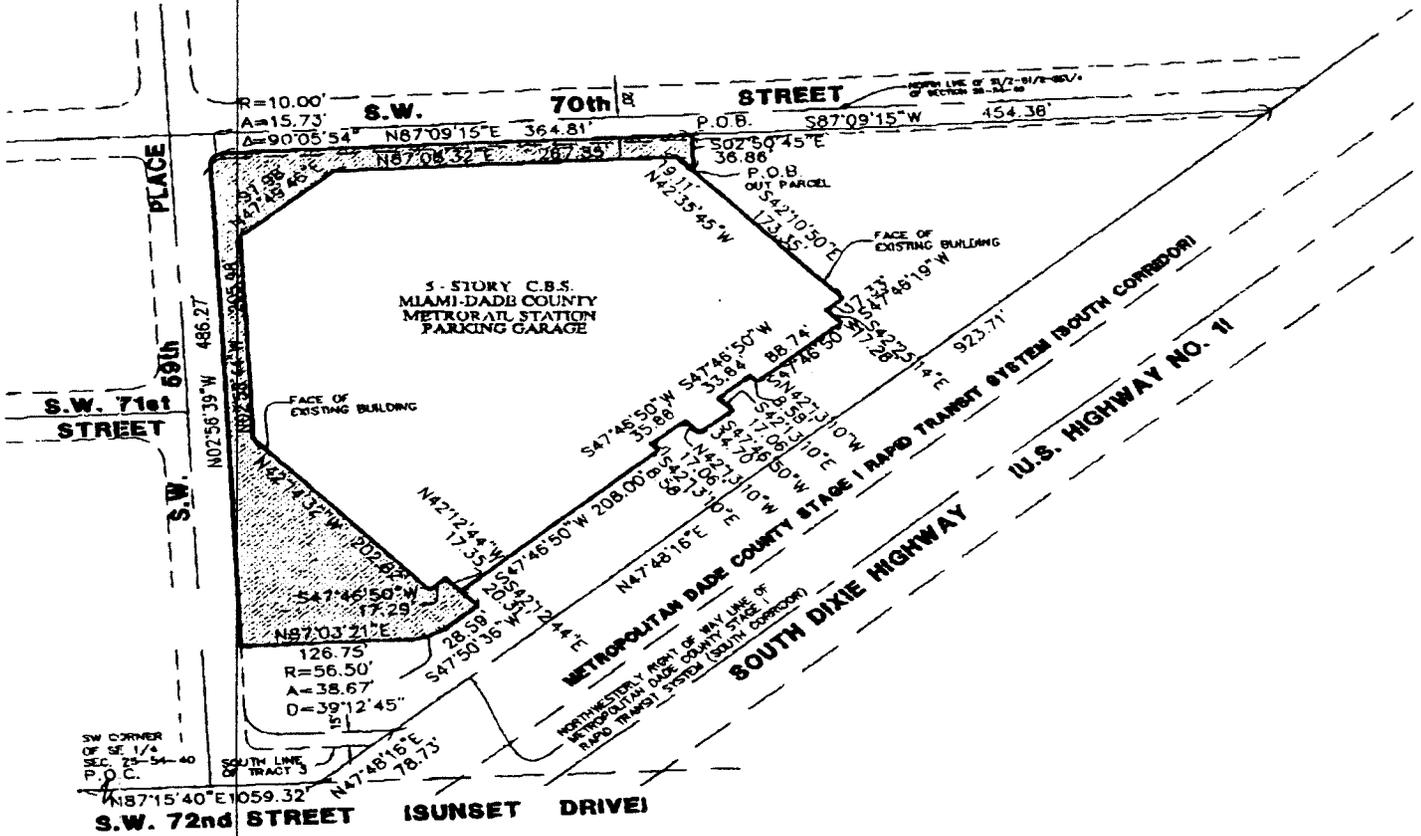
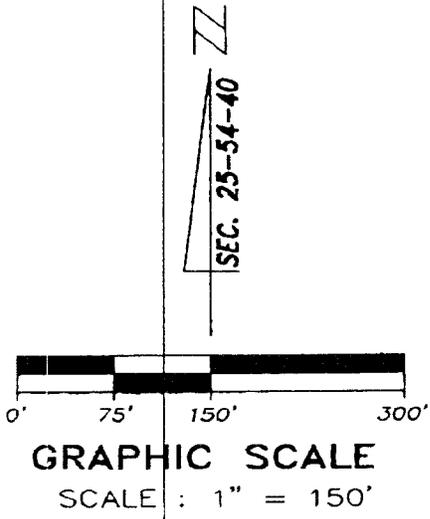
- Corrected Exhibit C, "Garage & Air Rights" revised August 10, 2001

2ND CORRECTED EXHIBIT "E"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

**SOUTH MIAMI METRORAIL STATION LEASE
 PERIMETER & VACANT AREAS
 Miami-Dade County, Florida.**

ABBREVIATIONS & LEGEND

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P.O.B.	Point of Beginning
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P.T.	Point of Termination
R.	Radius
A.	Length
Δ	Central Angle
CH.	Chord



Notice:
 Not full and complete without pages 2, 3 and 4 of 4

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" B "

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Commence at the Southwest corner of the SE1/4 of said Section 25; thence N87°15'40"E along the South line of said SE1/4 for 1059.32 feet to an intersection with the Northwesterly Right-of-Way line of the Metropolitan Dade County Stage I Rapid Transit System; thence N47°48'16"E along the said Northwesterly Right-of-Way line for 78.73 feet to an intersection with a line 15.00 feet North of and parallel with the South line of said Tract 3; thence continue N47°48'16"E along said Northwesterly Right-of-Way line for 923.71 feet; thence S87°09'15"W along a line 20.00 feet South of and parallel with the North line of said South 1/2 of the South 1/2 of the SE1/4 and along the North line of said Tract 3 for 454.36 feet to the Point of Beginning of the hereinafter described parcel of land; thence S02°50'45"E along a line perpendicular to the last described course for a distance of 36.86 feet to the intersection with exterior face of the existing building; the following twelve (12) courses along the exterior face of building; (1) thence S42°10'50"E for a distance of 173.35 feet; (2) thence S47°46'19"W for a distance of 17.33 feet; (3) thence S42°25'14"E for a distance of 17.28 feet; (4) thence S47°46'50"W for a distance of 88.74 feet; (5) thence N42°13'10"W for a distance of 8.58 feet; (6) thence S47°46'50"W for a distance of 33.64 feet; (7) thence S42°13'10"E for a distance of 17.06 feet; (8) thence S47°46'50"W for a distance of 34.70 feet; (9) thence N42°13'10"W for a distance of 17.06 feet; (10) thence S47°46'50"W for a distance of 35.66 feet; (11) thence S42°13'10"E for a distance of 8.58 feet; (12) thence S47°46'50"W for a distance of 208.00 feet; thence S42°12'44"E for a distance of 20.31 feet to a point; thence S47°50'36"W for a distance of 28.59 feet to the point of curvature; thence Southwesterly along a said curve to the right, concave to the Northwest, having a radius of 56.50 feet, through a central angle of 39°12'45" for an arc distance of 38.67 feet; thence S87°03'21"W for a distance of 126.75 feet to the point of intersection with the West line of Tract 3; thence N02°56'39"W along the said West line for a distance of 486.27 feet to a point of a curvature of a circular curve; thence Northeasterly along a said curve, concave to Southeast, having a radius of 10.00 feet, and a central angle of 90°05'54" for an arc distance of 15.73 feet to the point of tangency; thence N87°09'15"E along the North line of said Tract 3 for a distance of 364.81 feet to the Point of Beginning.

Less the following described Parcel:

Notice:

Not full and complete without pages 1, 3 and 4 of 4

F1

" B "

09-29-03

Page 2 of 4

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SOUTH MIAMI METRORAIL STATION LEASE PERIMETER & VACANT AREAS Miami-Dade County, Florida.

LESS OUT PARCEL:

A portion of South 1/2 of the South 1/2 of the SE 1/4 of Section 25, Township 54 South, Range 40 East, and a portion of Tract 3, AMENDED PLAT OF COMMERCIAL LARKINS, according to the plat thereof as recorded in Plat Book 38, Page 5 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the SE 1/4 of said Section 25; thence N87°15'40"E along the South line of said SE 1/4 for 1059.32 feet to an intersection with the Northwesterly Right-of-Way line of the Metropolitan Dade County Stage I Rapid Transit System; thence N47°48'16"E along the said Northwesterly Right-of-Way line for 78.73 feet to an intersection with a line 15.00 feet North of and parallel with the South line of said Tract 3; thence continue N47°48'16"E along said Northwesterly Right-of-Way line for 923.71 feet; thence S87°09'15"W along a line 20.00 feet South of and parallel with the North line of said South 1/2 of the South 1/2 of the SE 1/4 and along the North line of said Tract 3 for 454.36 feet; thence S02°50'45"E along a line perpendicular to the last described course for a distance of 36.86 feet a point on to the exterior face to the existing building, also being the Point of Beginning of the hereinafter described parcel of land; the following courses along the exterior face of the building; thence S42°10'50"E for a distance of 173.35 feet; thence S47°46'19"W for a distance of 17.33 feet; thence S42°25'14"E for a distance of 17.28 feet; thence S47°46'50"W for a distance of 88.74 feet; thence N42°13'10"W for a distance of 8.58 feet; thence S47°46'50"W for a distance of 33.64 feet; thence S42°13'10"E for a distance of 17.06 feet; thence S47°46'50"W for a distance of 34.70 feet; thence N42°13'10"W for a distance of 17.06 feet; thence S47°46'50"W for a distance of 35.66 feet; thence S42°13'10"E for a distance of 8.58 feet; thence S47°46'50"W for a distance of 208.00 feet; thence N42°12'44"W for a distance of 17.35 feet; thence S47°46'50"W for a distance of 17.29 feet to the intersection with the Southwesterly exterior face of the building; thence N42°14'32"W along the said face for a distance of 202.82 feet to the intersection with the westerly exterior face of the building; thence N02°58'44"W along the said face for a distance of 205.98 feet to the intersection with the Northwesterly exterior face of the building; thence N47°49'46"E along a said face for a distance of 97.98 feet to the intersection with the Northerly exterior face of the building; thence N87°08'32"E along the said face for a distance of 267.85 feet to the intersection with the Northeasterly exterior face of the building; thence S42°35'45"E along the said face for a distance of 19.11 feet to the Point of Beginning.

Containing 37,266.09 Square Feet more or less by calculations.

Bearings are referred to an assumed value of N87°15'40"E along the South line of S.E.1/4 of Section 25-54-40.

Notice:

Not full and complete without pages 1, 2 and 4 of 4

Jo

"B"

09-29-03

Page 3 of 4

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SOUTH MIAMI METRORAIL STATION LEASE PERIMETER & VACANT AREAS Miami-Dade County, Florida.

2. SOURCES OF DATA:

The Legal Description of the subject property was generated from information provided by the client. In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

- Plat of AMENDED PLAT OF COMMERCIAL LARKINS, recorded in Plat Book 38, at Page 5, of the Public Records of Miami-Dade county, Florida.
- Section 25, Township 54 South, Range 40 East, recorded in Miami-Dade County, Florida.

3. LIMITATIONS:

Since no other information other than what is cited in the Sources of Data were furnished, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, or any other public and private entities as their jurisdictions may appear. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of public record.

This document does not represent a field boundary survey of the described property, or any part of parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description", was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

J. Bonfill & Associates, Inc.

Florida Certificate of Authorization Number LB 3398

By: _____

Juan J. Bonfill
Juan J. Bonfill

Professional Surveyor and Mapper Number No. LS 3179
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

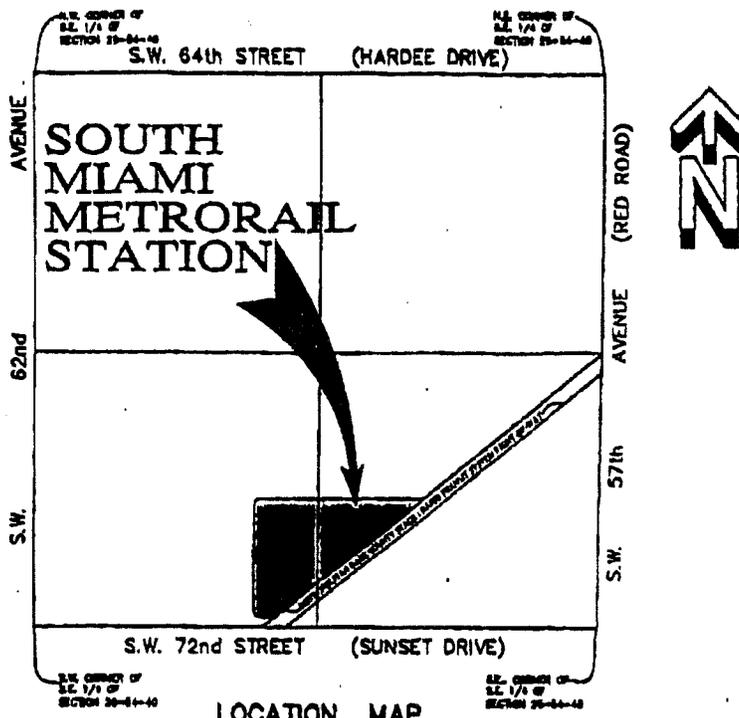
Date: September 29, 2003
Job No. 03-0739-1 Sketch&legal.dwg

Notice:
Not full and complete without pages 1,2 and 3 of 4

"B"

09-29-03

Page 4 of 4



LOCATION MAP
 S.E. 1/4 OF SECTION 25-54-40
 CITY OF SOUTH MIAMI
 MIAMI-DADE COUNTY, FLORIDA
 NOT TO SCALE

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and Bearing shown hereon are based on an assumed value of N87deg15min40secE along the South line of S.E. 1/4 of Section 25, Township 54 South, 40 East, Miami-Dade-County, Florida.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION, of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 81G17-6 Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 18, 2000.

Date: AUGUST 10, 2001 (REVISION TO LEGAL DESCRIPTION)

Edwin J. Fernandez
 Edwin J. Fernandez, P.S.M.,
 Professional Surveyor and Mapper
 State of Florida, Registration No. 5676

GARAGE & AIR RIGHTS

S. Y. HALE & SONS, SURVEYOR & LEGAL TITLE - 857-1001-1006

SOUTH MIAMI METRORAIL STATION		810101
	FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805	
	TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION <i>FCTG</i>	
	SHEET NAME: LOCATION MAP & NOTES <i>(6)</i>	
	PREPARED FOR: MIAMI DADE-COUNTY R.O.W. & SURVEY DIVISION	
DRAWN BY: LOUARTE	DATE: 10/18/00	SHEET: 1
DATE CHECKED BY:	SCALE: AS SHOWN	of 3 SHEETS
CHECKED BY:	PROJECT NO: 00-057-1001	

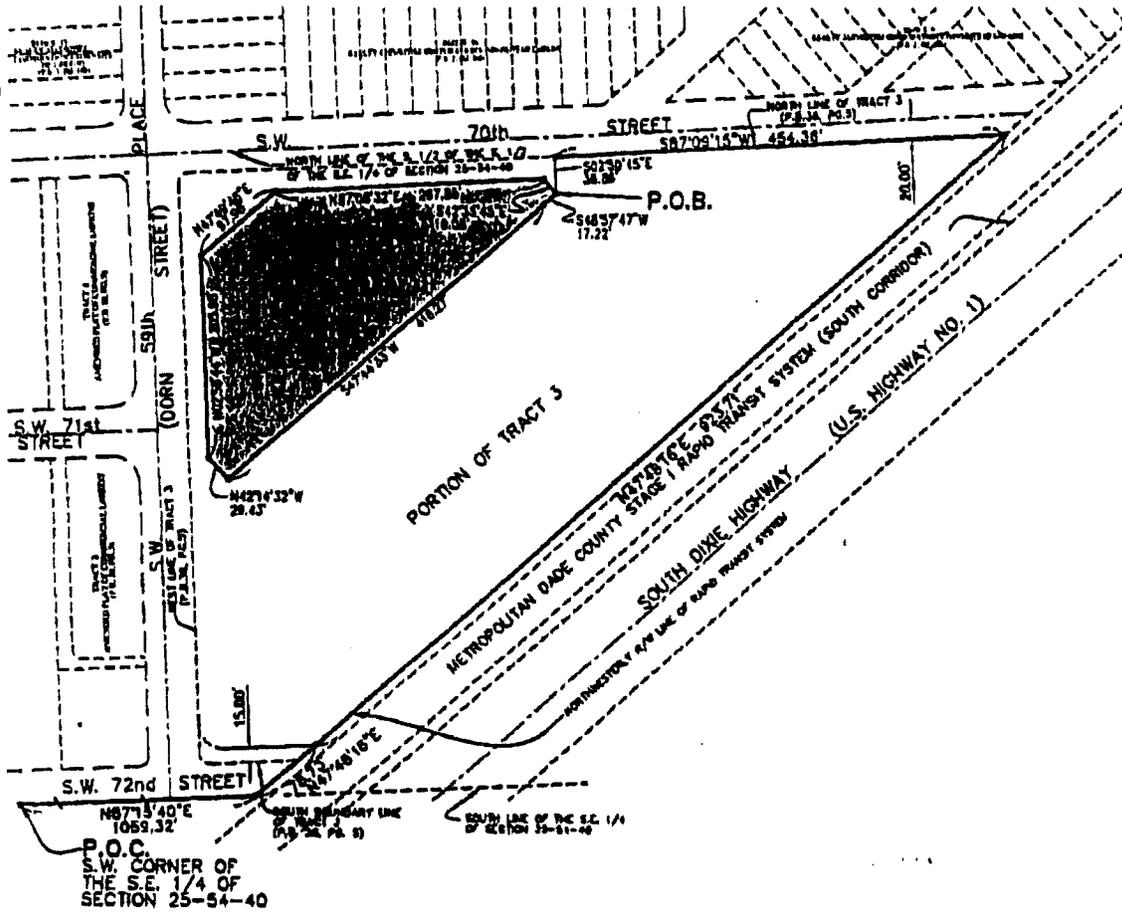
"C"
 B-10-01

22

GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.



LEGEND	
P.O.C.	Point of Commence
P.O.B.	Point of Beginning
P.B.	Plat Book
PG.	Page

GARAGE & AIR RIGHTS

SOUTH MIAMI METRORAIL STATION



FORD, ARMENTEROS & MANUCY, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-8472
 FAX (305) 470-2805

TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION		
DRAWN BY	SKETCH		
PREPARED FOR	MIAMI DADE-COUNTY R.O.W. & SURVEY DIVISION		
DRAWN BY	L. DUARTE	DATE	10/16/00
DATE CHECKED BY		CHECKED	AS SHOWN
CHECKED BY		PROJECT No.	00-057-1001

2
of 3 SHEETS

"C"
8-10-01

**GARAGE & AIR RIGHTS.
LEGAL DESCRIPTION:**

A portion of the South 1/2 of the South 1/2 of the SE 1/4 of Section 25, Township 54 South, Range 40 East and a portion of Tract 3, AMENDED PLAT OF COMMERCIAL LARKINS, according to the plat thereof as recorded in Plat Book 38, Page 5 of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of the SE 1/4 of said Section 25; thence N87deg15min40secE along the South line of said SE 1/4 for 1,059.32 feet to an intersection with the Northwesternly Right-of-Way line of the Metropolitan Dade County Stage I Rapid Transit System; thence N47deg48min16secE along the said Northwesternly Right-of-Way line for 78.73 feet to an intersection with a line 15.00 feet North of and parallel with the South line of said Tract 3, thence continue N47deg48min16secE along said Northwesternly Right-of-Way line for 923.71 feet; thence S87deg09min15secW along a line 20.00 feet South of and parallel with the North line of said South 1/2 of the South 1/2 of the SE 1/4 and along the North line of said Tract 3 for 454.36 feet; thence S02deg50min45secE along a line perpendicular to the last described course for a distance of 36.86 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S48deg57min47secW for a distance of 17.22 feet; thence S47deg44min33secW for a distance of 418.27 feet; thence N42deg14min32secW for a distance of 29.43 feet; thence N02deg58min44secW for a distance of 205.98 feet; thence N47deg49min46secE for a distance of 97.98 feet; thence N87deg08min32secE for a distance of 267.85 feet; thence S42deg35min45secE for a distance of 19.08 feet to the POINT OF BEGINNING.

Containing 54,204.51 Sq. Ft. and/or 1.24 Acres more or less.

GARAGE & AIR RIGHTS

SOUTH MIAMI METRORAIL STATION

8/10/01



FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

JL

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		EAC# B	
SHEET NAME: LEGAL DESCRIPTION		(C)	
PREPARED FOR: MIAMI DADE-COUNTY R.O.W. & SURVEY DIVISION			
DRAWN BY: L.QUARTE	DATE: 10/16/00	SHEET: 3	
DATE CHECKED BY:	SCALE: AS SHOWN	OF 3 SHEETS	
CHECKED BY:	PROJECT No: 00-057-1001		

"C"
8-10-01

DATE: 8/10/01 10:00 AM BY: JLM