



MEMORANDUM

TC
Agenda Item No. 3(D)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed, D.
and Members, Board of County Commissioners

DATE: February 12, 2004

SUBJECT: Resolution Authorizing Lease
Agreement with the Federal
Aviation Administration for
Establishment of Automated Flight
Services Station at Kendall-Tamiami
Executive Airport

FROM: George M. Burgess
County Manager

RECOMMENDATION

It is recommended that the Board approve a Lease Agreement between the U.S. Department of Transportation, Federal Aviation Administration (FAA) and Miami-Dade County, for the construction and operation of an Automated Flight Services Station (AFSS) at Kendall-Tamiami Executive Airport (TMB) for a term effective retroactively as of October 1, 2003 through September 30, 2004, and from year-to-year thereafter at the option of the FAA, not to exceed September 30, 2023.

BACKGROUND

In October 1983, the Board approved a Lease Agreement between the County and the FAA for the establishment, operation and maintenance of an AFSS on 4.487 acres of land at TMB. Since 1983, the AFSS/TMB has played a critical role for general aviation in South Florida by providing pilots with a wide range of services including current weather briefings, IFR and VFR flight plan filing services and assistance with flight routing into and out of high density areas. Notices to Airmen (NOTAMS) are also issued by the AFSS/TMB.

The original Lease Agreement for this space commenced in October 1, 1983, with automatic, year-to-year renewal options not to exceed September 30, 2003. As the County and the FAA desire to continue providing the general aviation community with these critical services, the attached Lease Agreement (MDAD No. T-55) establishes a new term retroactively as of October 1, 2003 through September 30, 2004, and from year-to-year thereafter at the option of the FAA, not to exceed September 30, 2023. It is further recommended that the FAA shall not pay the County monetary consideration, in the form of rental, in return for the services provided and the obligations assumed by the FAA in its establishment, operation and maintenance of the facilities.

Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: March 2, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

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 Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LEASE AGREEMENT WITH
U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL
AVIATION ADMINISTRATION (FAA LEASE NO:
DTFA06-03-L-04051) AND MIAMI-DADE COUNTY (MDAD
LEASE NO. T-55) FOR ESTABLISHMENT OF AUTOMATED
FLIGHT SERVICE STATION AT KENDALL-TAMIAMI
EXECUTIVE AIRPORT.**

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 approves a Lease Agreement between the U.S. Department of Transportation, the Federal Aviation Administration (FAA Lease No: DTFA06-03-L-04051), and Miami-Dade County (MDAD Lease No: T-55), for the construction of and operation of an Automated Flight Service Station at Kendall-Tamiami Executive Airport; for a term effective retroactively as of October 1, 2003 through September 30, 2004, and from year-to-year thereafter at the option of the United States Government, but not to extend beyond September 30, 2023, as set forth in the attached memorandum from the County Manager, said lease being in substantially the form attached

hereto and made a part hereof; authorizes the County Manager to execute the same for and on behalf of Dade County.

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	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

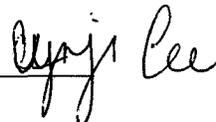
The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of March, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Cynji Lee



FEDERAL AVIATION ADMINISTRATION
LAND LEASE

U.S. Department
of Transportation

Lease No.: DTFA06-03-L-04051
Facility : AFSS
Location : Miami, Florida

LEASE

Between

MIAMI-DADE COUNTY AVIATION DEPARTMENT

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this _____ day of _____, in the year 2003, by and between the MIAMI-DADE COUNTY AVIATION DEPARTMENT, whose address is:

Post Office Box 592075
Miami, Florida 33159-2075

hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, and located on Tamiami Airport in Dade County, Fl.:

LEGAL DESCRIPTION – AUTOMATED FLIGHT SERVICE STATION (AFSS) FACILITY

A parcel of land in the NW ¼ of Section 15, Township 55 South, Range 39 East of Miami-Dade County, Florida being more particularly described as follows:

Commence at the center of said Section 15, thence run S 88° 00' 58" W, along the South line of the NW ¼ of said Section 15, also being the centerline of S.W. 128th Street, for a distance of 884.84 feet to the centerline of S.W. 143rd Avenue; thence continue S 88° 00' 58" W, along said line of the NW ¼ of said Section 15, for a distance of 101.91 feet; thence N 01° 59' 02" W, at right angles to the last course, for a distance of 30.00 feet to a point on the North right-of-way of S.W. 128th Street being the Point of Beginning (POB) of hereinafter described parcel: from said POB, thence run N 88° 00' 58" E, along said North right-of-way line of S.W. 128th Street for a distance of 46.04 feet to a Point of Curvature of a circular curve to the left; thence run Northeasterly along the arc of said curve to the left, being concave to the Northwest and having for its

Federal Aviation Administration
DTFA06-03-L-04051

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LA-10/96

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elements a central angle of $90^{\circ} 56' 55''$, a radius of 25.00 feet, for an arc distance of 39.68 feet to the Point of Tangency of said curve, thence $N 02^{\circ} 55' 57'' W$ along the West right-of-way line of S.W. 143rd Avenue for a distance of 450.51 feet to a Point of Curvature of a circular curve to the left; thence run Northwesterly along the arc of said curve to the left, being concave to the Southwest and having for its elements a central angle of $89^{\circ} 56' 23''$, a radius of 25.00 feet, for an arc distance of 39.24 feet to the Point of Tangency of said curve; thence run $S 87^{\circ} 07' 40'' W$ along the South right-of-way line of S.W. 127th Street for a distance of 430.03 feet; thence run $S 02^{\circ} 55' 51'' E$ along a line 485.00 feet West of and parallel with the centerline of S.W. 143rd Avenue for a distance of 453.36 feet to a Point of Intersection with the North right-of-way of S.W. 128th Street, from said Point of Center of the next described curve bear $N 10^{\circ} 00' 20'' E$; thence run Southeasterly along the arc of a circular curve to the left, being concave to the Northeast and being along the right-of-way line of said S.W. 128th Street and having for its elements a central angle of $11^{\circ} 59' 22''$, a radius of 1850.08 feet for an arc distance of 387.14 feet to the Point of Tangency of said curve, said point being the POB. The above described parcel of land contains 220,914 square feet or 5.071 acres of land, more or less.

The above legal description is detailed on FAA Drawing # SO-D-102128-G01, Revision B, dated September 22, 1993, which is hereto made a part of this agreement for any and all purposes.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and shall be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs. (10/96)

2. TERM

To have and to hold said premises with their appurtenances for the term beginning October 1, 2003, through September 30, 2004, subject to termination and renewal rights as may be hereinafter set forth. (10/96)

3. CONSIDERATION

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased. (10/96)

4. RENEWAL

This lease may, at the option of the Government, be renewed from year to year upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2023.

5. TERMINATION

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor. Said notice shall be sent by certified mail.

6. NON-RESTORATION

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing. (10/96)

7. INTERFERENCE WITH GOVERNMENT OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing, which consent shall not be unreasonably withheld. (modified)

8. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government. (10/96)

9. HAZARDOUS SUBSTANCE CONTAMINATION

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the Government's facilities. The Lessor agrees to remediate or have remediated, with no cost to the Government, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the Government's facilities. (10/96)

10. QUIET ENJOYMENT

The Lessor warrant that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims. (10/96)

11. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. (10/96)

12. COVENANT AGAINST CONTINGENT FEES

The Lessor warrant that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee. (10/96)

13. ANTI-KICKBACK

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor. (10/96)

14. PROTEST AND DISPUTES

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

15. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's administrators, successors and assigns. (10/96)

16. This lease shall replace lease # DOTFA83SO-13336, which expires September 30, 2003.

17. NOTICES

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other) (10/96):

TO LESSOR: Miami-Dade County Aviation Department
P.O. Box 592075
Miami, Florida 33159-2075

TO GOVERNMENT: Federal Aviation Administration
Southern Region, ASO-55C
P. O. Box 20636
Atlanta, Georgia 30320

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

MIAMI-DADE COUNTY AVIATION DEPARTMENT

BY: _____ Date: ___/___/___
(signature)

TITLE: _____

UNITED STATES OF AMERICA

BY: _____ Date: ___/___/___
Ronnie Johnson

TITLE: Sr. Real Estate Contracting Officer

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RESOLUTION NO. R-1348-83

RESOLUTION AUTHORIZING EXECUTION OF RETROACTIVE
LEASE AGREEMENT WITH U.S. DEPARTMENT OF
TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION,
FOR ESTABLISHMENT OF AUTOMATED FLIGHT SERVICE
STATION AT TAMiami AIRPORT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves a Lease Agreement between Dade County and the United States Department of Transportation, Federal Aviation Administration, for the establishment, operation and maintenance of an Automated Flight Service Station (AFSS) at Tamiami Airport, for a term effective retroactively as of October 1, 1983 through September 30, 1984, and from year-to-year thereafter at the option of the United States Government, but not to extend beyond September 30, 2003 or the life of the AFSS facility, whichever is longer (but not longer than 30 years), as set forth in the attached memorandum from the County Manager, said lease being in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute the same for and on behalf of Dade County.

The foregoing resolution was offered by Commissioner

Jorge E. Valdes, who moved its adoption.

The motion was seconded by Commissioner **James F. Redford, Jr.**

and upon being put to a vote, the vote was as follows:

Barbara M. Carey	Aye
Clara Oesterle	Aye
Beverly E. Phillips	Absent
James F. Redford, Jr.	Aye
Harvey Ruvlin	Absent
Barry D. Schreiber	Absent
Ruth Shack	Aye
Jorge E. Valdes	Aye
Stephen P. Clark	Absent

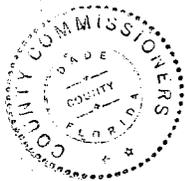
STATE OF FLORIDA)
) *SS:
COUNTY OF DADE)

I, RICHARD P. BRINKER, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R-1348-83, adopted by the said Board of County Commissioners at its meeting held on October 18, 19 83.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 20th day of October, A. D. 19 83.

RICHARD P. BRINKER, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By *E. Rayner*
Deputy Clerk



SEAL

Board of County Commissioners
Dade County, Florida



U.S. Department
of Transportation
**Federal Aviation
Administration**

T-55

Lease No. DOTFA83SO-13336
Automated Flight
Service Station
Miami, Florida

LEASE

between

METROPOLITAN DADE COUNTY AVIATION DEPARTMENT

and

THE UNITED STATES OF AMERICA

This LEASE, made and entered into this 28th day of December
in the year one thousand nine hundred and eighty-three
by and between METROPOLITAN DADE COUNTY AVIATION DEPARTMENT

whose address is P.O. Box 592075
Miami, Florida 33159

for itself, its ~~heirs, executors, administrators, successors, and assigns,~~
hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. For the term beginning October 1, 1983 and ending September 30, 1984 the Lessor hereby leases to the Government the following described property, hereinafter called the premises, viz:

The legal description is detailed in Attachment "A" to this lease No. DOTFA83SO-13336 Attachment "A" is hereby attached hereto and is hereby made a part hereof for any and all purposes.

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; *PROVIDED*, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of Sept. 192003 ~~AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.~~ or the life of the AFSS facility whichever is greater.

3. The Government shall pay the Lessor ~~rental for the premises in the amount of~~ no monetary rental for the premises for the initial term of this lease or each renewal exercised by the Government hereafter, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, ~~for the term set forth in Article I above, and~~ operation, and maintenance of facilities upon the premises hereby leased.

~~per xxxxxxxx for x~~
each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each ~~without the submission of invoices or vouchers.~~ x

4. The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor, ~~and no rental shall accrue after the effective date of termination.~~ Said notice shall be sent by certified or registered mail.

5. ~~The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least xxxxxxxx days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b) and 1(c) above, ordinary wear and tear, damage by nature elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.~~ xxxxxx

6. (a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessors claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365 or 366 day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

7. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

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9. All notices sent to the parties under the lease shall be addressed as follows:

To the Lessor: Metropolitan Dade County Aviation Department
P.O. Box 592075, Miami, Florida 33159
To the Government: DOT, FAA, Southern Region, ASO-56
P. O. Box 20636, Atlanta, Georgia 30320

10. This lease is subject to the additional provisions set forth below, or attached hereto and incorporated herein. These additional provisions are identified as follows:

Certain words were added or deleted in the first paragraph on page one and to Articles 1, 2, 3, 4, 9 and Attachment "A" was added.

Article 5 was deleted in its entirety and the following substituted therefor:

It is hereby agreed between the parties that, upon the termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Notice of abandonment will be conveyed to the lessor in writing.

11. The lessor warrants there are no outstanding mortgages, liens or other encumbrances on the demised property except as follows:

(If none, insert the word "none" and initial. If there is a mortgage or lien, have the mortgagee complete the statement below.)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

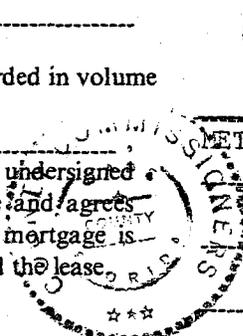
As the holder of a mortgage, dated _____

_____, recorded in volume

_____, pages

against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that, if while the lease is in force the mortgage is foreclosed, the foreclosure shall not void the lease.

(Mortgagee)



[Handwritten Signature]

(Lessor)

METROPOLITAN DADE COUNTY AVIATION DEPARTMENT
FOR COUNTY MANAGER

(Lessor)

RICHARD P. BRINKER, Clerk

(Lessor)

[Handwritten Signature]

(Lessor)

DEPUTY CLERK

(Lessor)

THE UNITED STATES OF AMERICA

By

[Handwritten Signature]

Title

Contracting Officer

ATTACHMENT "A"

Article 1. (continued)

LEGAL DESCRIPTION FOR AFSS SITE

TAMIAMI AIRPORT, MIAMI, FLORIDA

A parcel of land in the NW 1/4 of Section 15, Township 55 South, Range 39 East of Dade County, Florida; being more particularly described as follows:

Commence at the center of said Section 15; thence run S88°00'58"W, along the south line of the NW 1/4 of said Section 15 for a distance of 884.84 feet to the centerline of SW 143rd Avenue; thence continue S88°00'58"W, along said south line of the NW 1/4, for a distance of 101.91 feet; thence run N1°59'02"W, at right angles to last course, for a distance of 30.00 feet to a point on the north right-of-way line of SW 128th Street, being the Point of Beginning of hereinafter described parcel:

From said Point of Beginning, thence run N88°00'58"E, along said north right-of-way line of SW 128th Street, for a distance of 46.04 feet to a point of curve of a circular curve to the left; thence run northeasterly along the arc of said curve to the left, having for its elements a central angle of 90°56'55", a radius of 25 feet, for an arc distance of 39.68 feet to the point of tangent of said curve; thence run N2°55'57"W, along the west right-of-way line of SW 143rd Avenue, for a distance of 450.21 feet to a point of curve of a circular curve to the left; thence run northwesterly along the arc of said curve to the left, having for its elements a central angle of 90°00'00", a radius of 25 feet, for an arc distance of 39.27 feet to the point of tangent of said curve; thence run S87°04'03"W, along the south right-of-way line of SW 127th Street, for a distance of 375.00 feet to a point; thence run S2°55'57"E, along a line 430 feet west of and parallel to the centerline of SW 143rd Avenue, for a distance of 464.49 feet to a point on the north right-of-way of SW 128th Street, from said point the center of the next described curve bears N8°15'49"E; thence run easterly along the arc of a circular curve to the left, being concave to the north, having for its elements a central angle of 10°14'51", a radius of 1850.08 feet, for an arc distance of 330.89 feet to the Point of Beginning.

Containing 4.487 acres of land, more or less.

The above legal description is detailed on FAA Drawing No. SO-D-3987-A, dated August 8, 1983, which is attached hereto and made a part hereof for any and all purposes.

INITIALS:

GOVERNMENT

LESSOR