

Memorandum



Date: March 6, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: 
George M. Burgess
County Manager

Subject: Lease Agreement at 17775 N. Bay Road, Miami, for Miami-Dade Fire Rescue
Property # 1211-00-00

Agenda Item No. 8(F)(1)(A)

The attached Lease Agreement has been prepared by the General Services Administration (GSA) and is recommended for approval.

PROPERTY: A portion of land at 17775 N. Bay Road, Miami

COMMISSION DISTRICT: 4

OWNER: The Archdiocese of Miami, Inc., a non-profit Florida Corporation

COMPANY PRINCIPAL: Most Reverend John C. Favalora

USE: Approximately 15,200 usable square feet of vacant land, together with seven (7) assigned parking spaces.

JUSTIFICATION: Miami-Dade Fire Rescue Station 10 is currently located at 75-172 Street, Sunny Isles, Florida. The Department has plans to demolish the existing structure and replace it with a larger, more suitable building on the existing site. In order to continue to serve the community of Sunny Isles during the reconstruction period, the Department needs to identify and relocate its operations to an interim site.

The land proposed herein for lease is located within the City limits, and will provide an excellent interim site since it will enable the Department to maintain quick response to calls. In addition, current market conditions made it difficult for staff to locate available, affordable sites with sufficient land area to house two trailers and space for rescue trucks. Relocation to this site will provide significant operational benefits, while the permanent site is constructed.

LEASE TERM: Two years, with one additional one-year renewal option period.

EFFECTIVE DATES: Commencing upon the effective date of the resolution of the Board of County Commissioners approving this lease agreement and acceptance of the demised premises and terminating two years thereafter.

RENTAL RATE: The annual base rent for each year of the initial term, and the renewal option period, is \$44,000, which is equal to \$2.89 per square foot.

FINANCIAL IMPACT: The total financial impact for the first lease year is estimated to be \$373,960.00, which is comprised of the following:

Occupancy Cost:

	<u>Total Dollars</u>	<u>PSF</u>
<u>Annual Base Rent</u>		
Base Rent (land)	\$44,000.00	\$2.89
 <u>Operational Expense *</u>		
Electric	\$12,000.00	\$4.17
Janitorial (provided by staff)	\$ 0.00	
Water/sewer	\$ 1,200.00	\$0.42
 Total Base Rent*	 \$57,200.00	 \$24.84
 <u>Indirect Expense:</u>		
Lease Management Fee (4%)	\$ 1,760.00	
 <u>Trailers:</u>		
Trailer Lease (2)	\$ 50,000.00	\$17.36
 <u>One-time Expense:</u>		
Architectural/Engineering fees	\$ 50,000.00	
Land Prep. / Utilities Connection	150,000.00	
Project Mgmt.	25,000.00	
Contingency	25,000.00	
Phones/Data Installation	10,000.00	
Relocation Costs	<u>5,000.00</u>	
Total One-time Expense:	\$265,000.00	
 Total Cost First Year:	 \$373,960.00	

* Operational Expenses based on similar site (electric, trash and janitorial/custodial costs apply mainly to 2,880 square feet of office space).

LEASE CONDITIONS: The County is responsible for the installation and maintenance of plumbing and electrical lines, equipment, custodial care of demised premises, electricity, trash disposal, and janitorial and custodial services.

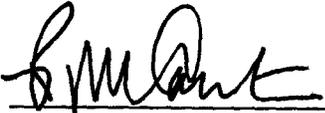
CANCELLATION: County may cancel at any time by giving Landlord 30 days prior written notice.

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
Page 3

FUNDING SOURCE: Fire District. This item has been budgeted in the Fire District funding budget.

OTHER PROPERTIES
EVALUATED: 17100 Collins Avenue – The rental rate for the land is \$19.73 per square foot.

COMMENTS: Station operation will be relocated to the temporary site upon completion of improvements, and then back to the permanent County site following the completion of construction of the new Station facilities. This Lease Agreement will be terminated at that time, as permitted by the cancellation provision.



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(A)

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. 8(F)(1)(A)

Veto _____

03-06-07

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 17775 N. BAY ROAD, WITH THE ARCHDIOCESE OF MIAMI, A FLORIDA CORPORATION FOR PREMISES TO BE UTILIZED BY MIAMI-DADE FIRE RESCUE AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED 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 the Lease Agreement between The Archdiocese of Miami, a Florida Corporation, for premises to be utilized by the Miami-Dade Fire Rescue, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Manager to exercise any and all other rights conferred therein.

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman
Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2007. 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.

Hugo Benitez



LEASE AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2006, by and between THE ARCHDIOCESE OF MIAMI, Inc., a Florida Corporation, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the demised premises described as follows:

Approximately 15,200 square feet of land lying in a portion of Government Lot 6, Tatum's Subdivision, as recorded in Plat Book 6 at Page 64 of the Public Records of Dade County, Florida, together with seven (7) assigned parking spaces designated by LANDLORD. Said portion is more particularly described and shown on Exhibit "A", "B" and "C" attached hereto and made a part hereof and more particularly described as follows:

2-11 52 42 4.56 AC M/L TATUMS SUB GOVT LOT 6 PB 10-64 BEG X
S/L TR 4 & W R/W/L A1A W855.45FT NELY209.94FT TO POB CONT
NELY351.31FT NWLY276.75FT NWLY & SWLY AD 39.27FT

TO HAVE AND TO HOLD unto the said TENANT for a term of two (2) years, commencing on the effective date of the resolution of the Board of County Commissioners approving this lease agreement and terminating two years thereafter, for a total rental of FORTY-FOUR THOUSAND Dollars and 00/100 (\$44,000.00) per year, payable in twenty-four (24) equal monthly installments of THREE THOUSAND SIX HUNDRED SIXTY-SIX Dollars and 66/100 (\$3,666.66) for the first and second years of the initial lease term, payable in advance on the first day of every month, beginning on the lease Commencement date, without demand, at St Mary Magdalen Church, 17775 N. Bay Road, Sunny Isles, Property #1234-00-00

Florida 33160 or at such other place and to such other person as LANDLORD may from time to time designate in writing. In the event a lease is not dually executed prior to April 30, 2007, this Agreement shall become null and void.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT for locating Mobile Units thereon to be used as a temporary location for Miami-Dade Fire Rescue Station Number 10 only and for the performance of work incidental thereto, which will necessarily entail services performed for the general public. TENANT shall, at its own costs and expense, be responsible for complying with all applicable Laws and obtaining all required documentation, including but not limited to a Certificate of Use/Occupancy, all zoning and other approvals required to use the demised premises for these purposes in accordance with the Lease terms. TENANT acknowledges and agrees that there shall be no fueling of any vehicles on the demised premises.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the demised premises "as is" and to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement. LANDLORD shall not be required to make any alterations, repairs or improvements of any kind to prepare the demised premises for TENANT'S use.

ARTICLE III
UTILITIES

TENANT, during the term hereof, shall pay all charges for all utilities such as water, waste disposal services, and electricity used by TENANT. TENANT hereby acknowledges that LANDLORD

shall not be required to furnish any types of these services to TENANT during the Lease term. Interruptions, delays or failure of TENANT to receive or procure any of the foregoing services or utilities, shall not be chargeable to LANDLORD under any circumstances, except where the interruption, delay or failure is caused by the LANDLORD..

ARTICLE IV
MAINTENANCE

TENANT shall, at all times, maintain the leased demised premises in good order and repair and in clean condition, at its own expense during the term of this Lease Agreement. TENANT shall also provide and pay for when due, all costs incurred in TENANT'S use and occupancy of the demises premises, including but not limited to operating, cleaning, equipping, protecting and lighting the demised premises. TENANT acknowledges and agrees that LANDLORD shall not be required to conduct any maintenance, repairs, improvements, replacements or restoration to the demised premises during the Lease term.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the demised premises without the written consent of LANDLORD, which consent may not be unreasonably withheld. All additions, fixtures, or improvements installed by TENANT within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. All improvements must be completed at TENANT'S own expense in accordance with all applicable federal, state and local laws (LAWS")

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the demised premises or TENANT'S trailers or other authorized improvements on the premises should be destroyed or so damaged by fire, windstorm, (b) condemned by any governmental authority, or (c) taken by eminent domain; or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement

by providing seven (7) days written notice to the other. In any of these events, the rental thereon shall cease as of the date of termination and all outstanding rent and or other payments shall be due and payable.

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to gross negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE VIII
SIGNS

Exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE IX
LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE X
PEACEFUL POSSESSION

Subject to TENANT'S compliance with the Lease terms and the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XI
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said demised premises in as good condition as said demised premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted. Prior to surrendering the demised premises, TENANT shall a) remove all TENANT improvements including but not limited to the two trailers and overhang installed by TENANT; b) repair any damage caused by such removal and c); replace any grass, trees or other items removed from the demised premises, all of which must occur on or before the end of the lease term.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT does hereby agree to indemnify and hold harmless the LANDLORD subject to the terms of Florida Statutes 768.28, from any and all personal injury or property damage claims, liabilities, losses or causes of action including attorney's fees and costs, at all tribunal levels arising from a) TENANT'S use, operation and maintenance of the demised premises; b) TENANT'S breach of the Lease Agreement; c) and the condition of the demised premises to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party. This clause shall survive termination of this Lease.

ARTICLE XIII
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XIV
ASSIGNMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

ARTICLE XV
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages easements or other existing encumbrances covering the fee of the property, or which at any time

thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until landlord shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If landlord shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of TENANT'S work, LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained here in shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Manager or his designee is hereby granted the option to extend this Lease Agreement for one (1) additional one (1) year renewal option period, upon the same terms and conditions. TENANT must exercise its option to renew by providing LANDLORD with at least ninety (90) days prior written notice.

ARTICLE XVIII
CANCELLATION

TENANT, through its County Manager or his designee, shall have the right to cancel this Lease Agreement at any time by giving LANDLORD at least thirty (30) days' written notice prior to its effective date.

ARTICLE XIX
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid or hand delivery and addressed as follows:

TENANT:

Real Estate Section
Facilities and Utilities Management Division
General Services Administration
111 NW First Street, Suite 2460
Miami, Fl. 33128

LANDLORD:

St. Mary Magdalen Church
17775 N. Bay Road
Sunny Isles, Fl. 33160

Archdiocese of Miami
Department of Temporalities
9401 Biscayne Blvd.
Miami, Fl. 33138-2970

J. Patrick Fitzgerald, P.A.
110 Merrick Way, Suite 3B
Miami, Fl. 33134

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XX
HOLDOVER

In the absence of any written agreement to the contrary, if TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term it shall so remain as a TENANT from month-to-month and all provisions of this Lease applicable to such tenancy shall remain in full force and effect. and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXI
ACCESS TO PREMISES

Landlord and or its agents shall have the right to enter the Premises at all reasonable hours, upon reasonable notice to TENANT for the purpose of inspection, for purposes of insuring TENANT's compliance with the Lease terms, and for other reasonable purposes. In the event of emergency, Landlord and/or its agents shall be entitled to enter the premises at any time, without prior notice to TENANT.

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ARTICLE XXII
LANDLORD RIGHT TO PERFORM TENANT OBLIGATIONS

Subject to the notice provisions of ARTICLE XXV, if TENANT shall default in the performance of the Lease terms, Landlord, without being obligated to do so and without waiving any TENANT default may perform TENANT's obligation at TENANT's expense.

ARTICLE XXIII
RADON GAS DISCLOSURE

As required by law, Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ARTICLE XXIV
ENVIRONMENTAL

TENANT shall not store, use or dispose of any hazardous materials on the Premises. For purposes of this Lease, "hazardous materials" shall include but not be limited to, hazardous substances, hazardous waste, pollutants, toxic or dangerous materials as defined by applicable current or future Environmental Laws, including but not limited to The Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Environmental Laws). TENANT shall not violate any applicable Environmental Laws (Environmental Laws) during its use or occupancy of the Premises.

ARTICLE XXV
LANDLORD'S REMEDIES ON DEFAULT

If TENANT defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord shall give TENANT notice of such default and if TENANT does not cure any such default within seven (7) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if TENANT

does not commence such curing within such seven (7) days and thereafter proceed with reasonable diligence and in good faith to cure such default) the Landlord may terminate this lease on not less than seven (7) days' notice to TENANT. On the date specified in such notice the lease shall terminate, and TENANT shall then quit and surrender the premises to Landlord, but TENANT shall remain liable as hereinafter provided. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove TENANT or other occupants and their effects. No failure to enforce any terms shall be deemed a waiver. The Landlord's remedies herein shall be in addition to all other remedies provided by law or in equity.

ARTICLE XXVI
MISCELLANEOUS TERMS

(1) Governing Laws/Venue – This Lease Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Lease shall be in Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

(2) No Assignment or Subletting – TENANT shall not, voluntarily, involuntarily or by operation of law encumber, or in any manner transfer, assign or sublet, the whole or any part of the Premises for the use of any other persons or entities. Any such assignment, subletting, or other transfer in violation of this paragraph shall be void.

(3) Severability – If any provision of this Lease or the application thereof to either party of this Lease is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Lease which can be given effect without the invalid provision, and to this end, the provisions of this Lease are severable.

(4) Survival of Certain Provisions – From and after the expiration of this Lease, the parties shall continue to be bound by such provisions of this Lease as by their nature survive such event.

(5) Attorney's Fees and Costs – In connection with proceedings in any court arising out of this Lease, the prevailing party shall be entitled to recover all attorney's fees and costs incurred at all tribunal levels.

(6) Binding Effect – The terms, conditions, and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

(7) No Waiver – There shall be no waiver of the rights of either party to demand performance of any of the provisions, terms and covenants of this Lease nor shall there be any waiver of any breach, default or non-performance hereof by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to demand strict performance of the provisions, terms and covenants of this Lease with respect to any subsequent event or occurrence of any subsequent breach, default or non-performance hereof by the other party.

(8) Recording – This Lease shall not be recorded. If TENANT records this Lease, then TENANT shall be deemed in default of this Lease.

(9) Insurance –; TENANT hereby represents and warrants that it shall self-insure for fire and extended coverage covering the County's owned contents only, bodily injury and property damage, worker's compensation insurance, and comprehensive automobile liability insurance.

ARTICLE XXVII
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by written agreement of the parties and resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

Maria Elena Kaplow

MOST REVEREND JOHN C. FAVALORA,
ARCHBISHOP OF THE ARCHDIOCESE OF
MIAMI, his successors in office, a corporation sole

WITNESS

Elle Marinelli

WITNESS

By: John C. Favalora
JOHN C. FAVALORA (LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
George M. Burgess
County Manager (TENANT)

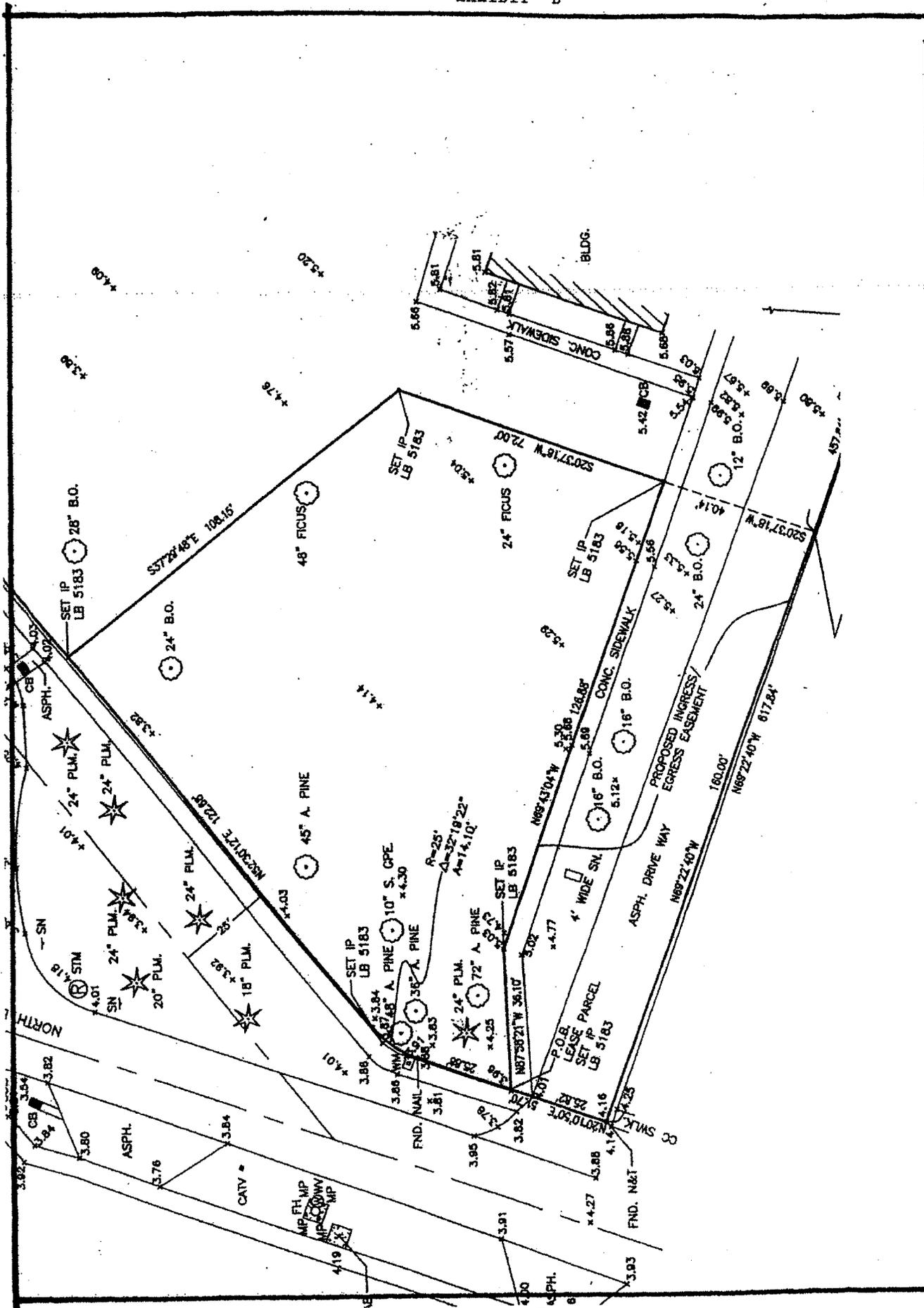
EXHIBIT "A"
LEGAL DESCRIPTION
LEASE PARCEL

A PORTION OF TRACTS 4 AND 5 OF TATUM'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10 AT PAGE 64 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF TRACT 4 OF TATUM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 64 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 47 AT PAGE 101 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN DUE WEST ALONG THE SOUTH LINE OF SAID TRACT 4 OF TATUM'S SUBDIVISION FOR A DISTANCE OF 855.45 FEET; THENCE RUN N06°06'20" E FOR A DISTANCE OF 209.94 FEET; THENCE RUN N69°22'40"W FOR A DISTANCE OF 617.84 FEET; THENCE RUN N20°10'50"E FOR A DISTANCE OF 25.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N20°10'50"E FOR 25.88 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°19'22" FOR AN ARC DISTANCE OF 14.10 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°30'12"E FOR A DISTANCE OF 122.68 FEET; THENCE RUN S37°29'48"E FOR A DISTANCE OF 108.15 FEET; THENCE RUN S20°37'18"W FOR A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS ± 14,603 SQUARE FEET.

EXHIBIT "B"



CONTRACTOR SHALL VERIFY
 ALL DIMENSIONS SET BY WORK
 DATE: 10/24/2009
 SCALE: 1" = 20'
 PROJ. NO.: 08254

AYLWARD ENGINEERING & SURVEYING, INC.
 CIVIL & ENVIRONMENTAL ENGINEERS - LAND SURVEYORS - PLANNERS
 1222 Ridge Point Drive, Florida 33528
 954-424-3132 or 305-421-5216 Fax 954-424-5652 or 305-424-2216



SHEET TITLE
BOUNDARY SURVEY

PROJECT NAME:
**FIRE STATION # 10
 TEMPORARY LOCATION**

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EXHIBIT "C"

LEGAL DESCRIPTION
INGRESS/EGRESS EASEMENT

A PORTION OF TRACTS 4 AND 5 OF TATUM'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10 AT PAGE 64 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF TRACT 4 OF TATUM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 64 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 47 AT PAGE 101 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN DUE WEST ALONG THE SOUTH LINE OF SAID TRACT 4 OF TATUM'S SUBDIVISION FOR A DISTANCE OF 855.45 FEET; THENCE RUN N06°06'20"E FOR A DISTANCE OF 209.94 FEET; THENCE RUN N69°22'40"W FOR A DISTANCE OF 457.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N69°22'40"W FOR 160.00 FEET; THENCE RUN N20°10'50"E FOR 25.82 FEET; THENCE RUN S87°58'21"E FOR 36.10 FEET; THENCE RUN S69°43'04"E FOR 126.88 FEET; THENCE RUN S20°31'18"W FOR 40.14 FEET TO THE POINT OF BEGINNING.