

Memorandum



Date: November 14, 2007

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

From: George M. Burgess
County Manager 

Subject: Resolution Authorizing the Execution of a Contract for Sale and Purchase, in the Amount of \$5,353,961 Between Rollins Leasing Corporation and Miami-Dade County

TC

Agenda Item No. 4(C)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Sale and Purchase Contract in the amount of \$5,353,961 for the acquisition of the vehicle maintenance facility located at 8141 NW 80th Street, Medley, Florida. The facility is currently operated by Penske Truck Leasing Co., L.P., under Contract No. TA02-BLM for the provision of transit vehicles maintenance for Miami-Dade Transit (MDT). If the closing occurs prior to or on December 28, 2007, the property price will be reduced by \$150,000. It is further recommended that the Board authorize the County Mayor, or his designee, to execute the Contract.

SCOPE

The property is located in Commission District 12. However, the impact of this acquisition will be countywide since the bus fleet services the County as a whole.

SELLER: Rollins Leasing Corporation

The property is owned by Rollins Leasing Corporation, a Delaware Corporation, and a subsidiary of Penske Truck Leasing Co., L.P. (see Attachment 1 – Rollins/Penske's Corporate Ownership Disclosure and Organizational Structure)

TAX FOLIO NUMBER: 22-3010-008-0050

SIZE: 276,861 square feet (6.36 acres)

LOCATION: 8141 NW 80 Street, Medley, Florida

ZONING: IU-1 (Industrial, Light Manufacturing District). The proposed use is permitted under the current zoning; therefore, a Governmental Facilities hearing will not be required pursuant to Section 33-303 of the Code of Miami-Dade County.

The subject property is zoned heavy industrial or lumber yard use.

ENVIRONMENTAL: At the present time, MDT is aware of a minimal amount of soil contamination. An environmental site assessment, Phase I and II, is currently being performed by the Department of Environmental Resources Management (DERM). The results of this assessment are expected November 13, 2007 and may

impact the Manager's recommendation on the purchase of this property; the results will be provided as a supplement to this item as soon as they become available. Assuming any level of contamination would not make acquisition of the site cost-prohibitive, upon ownership, MDT would excavate the contaminated soils and properly dispose. If the property is ultimately acquired, MDT will also install appropriate filters in the storm water catch basins in order to prevent introduction of any contaminants to the storm water system.

- BUILDING:** The General Services Administration (GSA) Design and Construction Services Division, Architecture & Engineering Section, conducted a walkthrough inspection of the facility. No significant deficiencies were observed.
- TAXES:** According to the Miami-Dade County Tax Collector, there are no outstanding taxes. The gross real estate taxes for 2006 were \$68,214.32 and have been paid in full.
- TRACK RECORD:** The Small Business Affairs has no record on file of any violation for Rollins Leasing Corporation or Penske Truck Leasing Co., L.P.
- APPRAISED VALUE:** Two state certified independent appraisers hired by the County valued the property at \$7,225,000 and \$7,020,000 respectively. Penske's appraisal valued the property at \$4,900,000.

FISCAL IMPACT/FUNDING SOURCE

The purchase price of this property is \$4,966,961 million dollars, plus \$387,000 for items not related to the real property for a total of \$5,353,961. A complete cost analysis is attached as Exhibit B of the Contract. The purchase of this facility is programmed in the FY 2007-08 MDT departmental Capital Plan funded with Charter County Transit System Surtax (Surtax) funding. However, as noted above, if the closing occurs prior to or on December 28, 2007, the closing price will be reduced by \$150,000. Given that this additional facility is needed to maintain the expanded bus fleet as a result of the People's Transportation Plan (PTP), it is recommended that 100% of the acquisition cost be charged to the Surtax. Additional Bus Garages were included in the listing of Miscellaneous Capital Improvement Projects, Resolution No. R-1154-03, approved for inclusion in the PTP on October 9, 2003.

TRACK RECORD/MONITOR

The Project Manager for this acquisition is Hugh Chen, MDT Acting Deputy Director for Operations.

BACKGROUND

In 2001, Miami-Dade Transit recognized the need for additional garage availability. On July 24, 2001, the Board approved RFP No. 322. The purpose of the RFP was to solicit the services of an experienced and qualified organization capable of providing and managing a maintenance facility(s) for the County. Additional facility space was needed to immediately alleviate the existing MDT facilities which had been operating above capacity, and to absorb the future bus fleet expansion envisioned by the PTP. The time required to build another facility was estimated to take approximately four to five years.

Previously, research had indicated that neither GSA nor MDT had the additional space capacity required for a future fleet increase. Upon further research, it was determined that the manner in which other transit properties addressed this issue was by hiring an experienced company to provide the maintenance facility and handle the operations and management of the facility.

In response to RFP No. 322, only one proposal was submitted by Penske Truck Leasing Co., L.P.. The proposal was evaluated based on the company's experience, qualifications, and capabilities, past performance in providing this type of service, facilities, financial viability and price. Additionally, Penske also served as the primary contractor for several other Transit properties: New Orleans Regional Transit Authority (RTA); Tri-Metropolitan Regional Transit Authority (Tri-Met) of Portland, Oregon; and the City of San Jose, California Airport.

On November 5, 2002, the voters of Miami-Dade County approved the PTP; the implementation of which has resulted in a 49% expansion in the bus fleet, from 705 to 1,053 buses.

On October 7, 2003, by Resolution R-1073-03, the Board authorized Contract TA02-BLM with Penske Truck Leasing Co., L.P. for the provision and management of a maintenance facility for the maintenance of transit vehicles. The maintenance and supervision of the vehicles at this facility has since been performed by MDT personnel, under Penske's management. Penske provides the parts and accessories inventory as well. The Penske facility has been the only addition to the MDT maintenance system to alleviate the fleet expansion.*

In December 2006, by mutual agreement, Penske and the County decided to end their contractual relationship. Since that time, the parties have been negotiating the termination of the Contract and MDT's acquisition of the property. If this item is approved, the County Manager will terminate the maintenance agreement with Penske at or prior to the closing on this property in December 2007.

To provide a smooth transition at termination, \$387,000 has been added to the net purchase price of the property for the acquisition from Penske of items not related to the real property, but essential to the daily operation of the facility. These items include the acquisition of Penske's parts and accessories inventory, two service trucks, and miscellaneous IT equipment. Penske's parts and accessories inventory has an estimated value of \$250,000. The two service trucks are used to provide road service to buses; minimizing the down time and expense of towing them back to the garage for minor repairs. The trucks have a fair market value of \$67,500 each. The miscellaneous IT hardware currently installed at the facility and valued at \$2,000 is also recommended as part of this acquisition.

The current contractual relationship with Penske expires October 2013. Economically, however, it is in the County's best interest to acquire the facility at this time and terminate the contractual relationship. This proposed acquisition will provide uninterrupted maintenance services for the 102 buses currently assigned to the Penske facility. If this item is approved, closing at the reduced price by December 28, 2007 is attainable based on the current timetable.


Assistant County Manager

*MDT is in the planning stages of designing and building an additional facility in South Miami-Dade County. The South Miami-Dade Bus Maintenance Facility, with an estimated cost of \$35,000,000, will serve a fleet of 225 buses and is anticipated to begin operations in December, 2011. The facility will be located on 38 acres of undeveloped land in the City of Homestead; providing room for further expansion. Costs for road and infrastructure improvements are yet to be determined.



MEMORANDUM

(Revised)

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

DATE: December 4, 2007

FROM: 
R. A. Cuevas, Jr.
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
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF \$5,353,961.00 BETWEEN ROLLINS LEASING CORPORATION, A DELAWARE CORPORATION AND A SUBSIDIARY OF PENSKE TRUCK LEASING COMPANY, L.P., AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY 6.36 ACRES OF IMPROVED AND VACANT PROPERTY LOCATED AT 8141 NW 80TH STREET, MEDLEY, FLORIDA, AND RELATED EQUIPMENT, FOR THE PROVISION OF TRANSIT VEHICLE MAINTENANCE SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL 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 a Contract for Sale and Purchase in the amount of \$5,353,961.00 between Rollins Leasing Corporation, a Delaware Corporation and a subsidiary of Penske Truck Leasing Company, L.P., as Seller and Miami-Dade County as Buyer, of approximately 6.36 acres of improved and vacant property located at 8141 NW 80th Street, Medley, Florida, and related equipment, for the provision of transit vehicles maintenance services; and authorizes the County Mayor, or his designee, to execute the same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all other rights conferred 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2007. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

Bruce Libhaber

ATTACHMENT 1

ROLLINS/PENSKE'S CORPORATE OWNERSHIP DISCLOSURE
AND ORGANIZATIONAL STRUCTURE

Rollins Leasing LLC is a Delaware limited liability company owned 100% by Rollins Truck Leasing LLC.

Rollins Truck Leasing LLC is a Delaware limited liability company owned 100% by Penske Truck Leasing Co., L.P.

Penske Truck Leasing Co. L.P. is a Delaware limited partnership - the sole General Partner is Penske Truck Leasing Corporation with an 11.68% general partnership interest; another subsidiary of Penske Corporation owns an 18.32% limited partnership interest; GE Capital subsidiaries own a combined 70% limited partnership interest. Attachment 2 illustrates the ownership percentages.

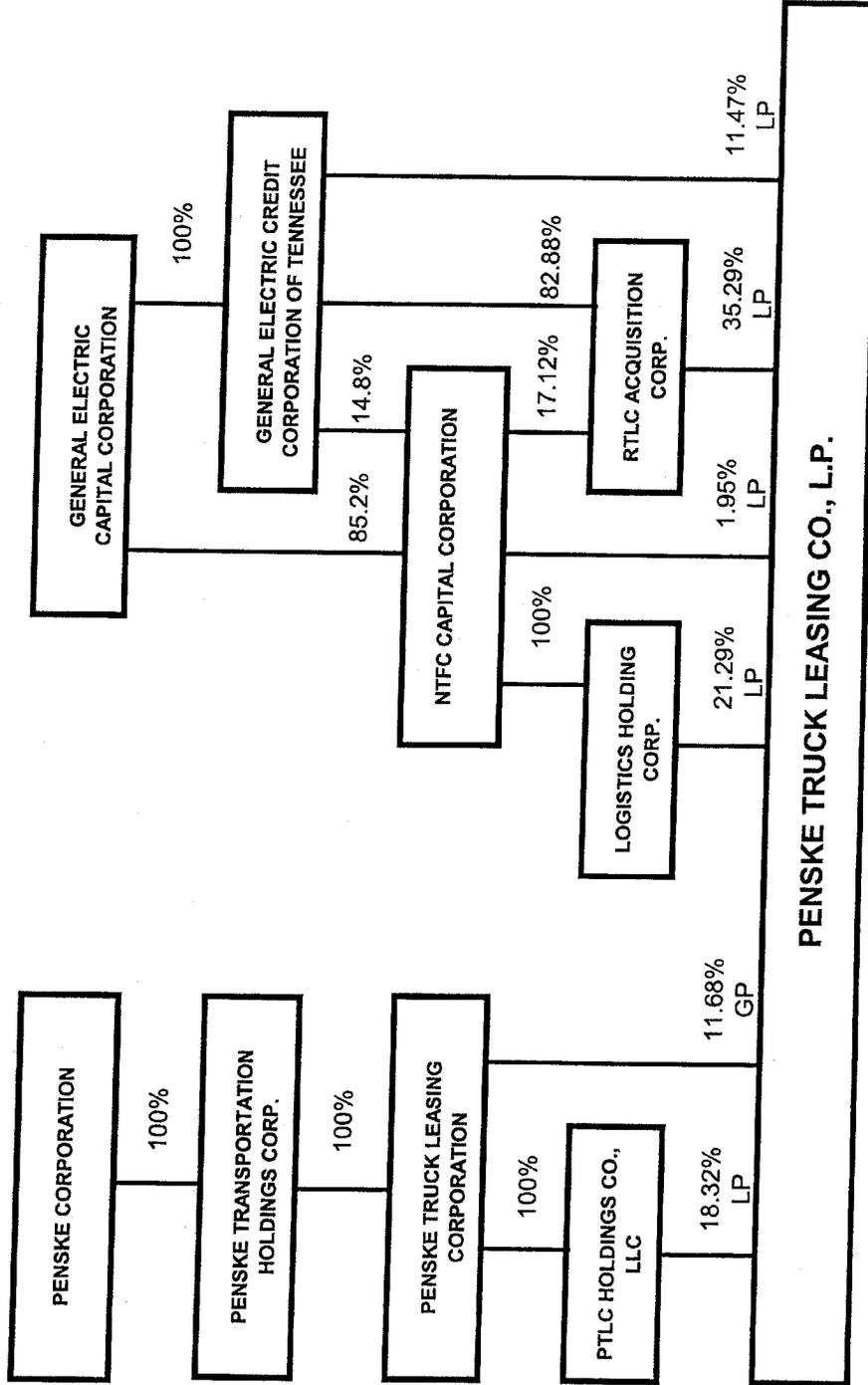
Our operating entity is Penske Truck Leasing Co., L.P. and its officers are:

- Roger S. Penske - Director
- Walter Czamecki - Director
- Brian Hard - Director/President
- Frank Cocuzza - Senior Vice President-Finance
- Michael A. Duff - Senior Vice President, General Counsel and Assistant Secretary
- Wayne S. Angelbeck - Vice President and Treasurer
- Marc E. Althen - Senior Vice President-Administration and Facilities

The ultimate entity on the Penske side is Penske Corporation, a privately held company. Its executives are:

- Roger S. Penske, Chairman and CEO
- Robert H. Kurnick Jr., President
- J. Patrick Conroy, EVP and CFO

March 1, 2007





JENNIFER R.H. SOCKEL
Vice President, Real Estate

Penske Truck Leasing
Rt. 10 Green Hills, PO Box 563
Reading, PA 19603-0563

Tel: 610 775 6380
Fax: 610 775 5820
jennifer.sockel@penske.com

www.GoPenske.com

October 17, 2007

SENT VIA UPS - PRIORITY and EMAIL

Ms. Diana J. Gonzalez
Manager of Contracts
Miami Dade Transit
FESM, CAB
3300 N.W. 32nd Avenue
Miami, FL 33142

Re: *8141 N.W. 80th Street, Miami (Dade County), FL*

Dear Diana:

Enclosed please find five (5) execution originals of Contract For Sale and Purchase for the referenced property signed by Rollins Leasing Corp. Please have these signed by Miami-Dade County and return two (2) fully executed originals to my attention.

We plan to prepare drafts of the closing documents and request that you provide us with a contact at Chicago Title Insurance Company - The Harrison Title Group, Inc. so that we can coordinate with them.

Per section 21 of the Contract, Rollins is to provide copies of all environmental reports, surveys and drawings of the Real Property. Rollins has delivered all such materials through previous correspondence with the exception of:

- Wingerter Laboratories Inc. - Evaluation of Subsurface Conditions (04/1994)
- Vulcan Materials - Phase I, Environmental Site Assessment (01/1992)

copies of which are enclosed here.

We look forward to closing this transaction with you.

Very truly yours,



Jennifer R.H. Sockel

JRHS:cjh
Enclosures

cc: Bruce Libhaber
Jim Townsend
Russ Scaramastra

CONTRACT FOR SALE AND PURCHASE

Project: MDTA Maintenance Facility
Folio No: 22-3010-008-0050

This Contract for Sale and Purchase is entered into as of the 17th day of October, 2007 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and Rollins Leasing Corp., whose address is Rt. 10 and Pheasant Road, Reading, PA 19607, hereinafter referred to as "Seller."

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain real property, located at **8141 NW 80th Street**, Miami-Dade County, Florida and legally and more specifically described in Exhibit A, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to real property, if any (collectively, the "Real Property"), and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Real Property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any.
2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of Five Million Three Hundred Fifty Three Thousand Nine Hundred and Sixty-Two Dollars (\$5,353,962) (the "Purchase Price"). Exhibit B attached hereto states the cost analysis of how the Purchase Price was determined. Within five (5) days of the Effective Date (as defined below), Buyer shall pay to CHICAGO TITLE INSURANCE COMPANY - THE HARRISON TITLE GROUP, INC. ("Escrow Agent") the Purchase Price. Buyer shall obligate Escrow Agent to hold the Purchase Price in escrow and at the Closing (as hereinafter defined) Escrow Agent shall pay the Purchase Price to Seller.
3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property and agrees to convey title by Special Warranty Deed.
4. AD VALOREM TAXES. Buyer hereby covenants that it is a political subdivision of the State of Florida and is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of Closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.
5. TITLE INSURANCE. Buyer may, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to

inspect said title documents and report defects, if any, in writing to the Seller. In the event this transaction closes, Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the Special Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. **INSPECTIONS/HAZARDOUS MATERIALS.** Buyer shall, at its own cost and expense, and within fifteen (15) days from the effective date of this Contract, conduct whatever inspections, tests and investigations of the Property as Buyer deems necessary to determine defects to the Property including fill requirements not limited to the cost to cure the land for flood condition, and demucking. The Buyer will obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct any tests and investigations of the Property as required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind. Buyer shall provide Seller with copies of all reports, inspections and due diligence conducted with regard to defects to the Property. Should such inspections show defects to the Property, including the presence of hazardous material, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof and Seller shall have no further obligations to Buyer with regard to the Real Property, including any obligations or options that may otherwise be set forth in Contract No. TA02-BLM between Buyer and Seller, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing or if unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyer's option without adjustment to the Purchase Price such option to be exercised in writing within five (5) days of Seller's notice to Buyer that Seller is unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as set forth above. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of the Effective Date (as defined below) by giving written notice to the other party, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof and Seller shall have no further obligations to Buyer with regard to the Real Property, including any obligations or options that may otherwise be set forth in Contract No. TA02-BLM between Buyer and Seller. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller and Buyer may mutually determine how to proceed.

7. SURVEY. Buyer at Buyer's sole cost and expense and not less than 30 days prior to Closing, shall obtain a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within thirty (30) days before the Closing date, unless this thirty (30) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. If Closing does not occur, Buyer shall repair and restore the Property to the condition existing prior to any test or construction on the site.

9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property (other than Buyer's personnel) and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any shall be prorated to the day prior to Closing.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of Closing, and the work and improvements for which the lien was filed have been completed prior to the Closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

12. CLOSING. The closing of this transaction shall occur unless otherwise mutually agreed upon by both Buyer and Seller at 9:00 a.m. on or before January 31, 2008 at Buyer's Title Company located at 7500 N.W. 25th Street, Suite 106, Miami, Florida, 33122 (the "Closing"). Notwithstanding the foregoing, if Closing occurs on or before December 28, 2007, Seller agrees to discount the Purchase Price by One Hundred and Fifty Thousand Dollars (\$150,000) to \$5,203,962. If Closing does not take place by January 31, 2008, Seller shall have no further obligations to Buyer with regard to the Real Property, including any obligations or options that may otherwise be set forth in Section 30.1.10 of Contract No. TA02-BLM between Buyer and Seller.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as

deemed necessary to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer.

14. **BROKERS.** Buyer and Seller each represent and warrant to the other that it has not dealt with or engaged any broker, agent, realtor, or finder in connection with the transactions contemplated by this Agreement. Buyer and Seller shall each defend, indemnify, and hold the other harmless from and against any and all loss, liability, claim, cost, damage, and expense (including, without limitation, reasonable attorneys' fees) arising out of the indemnifying party's breach of its representations and warranties set forth in this Section 14. The provisions of this Section 14 shall survive Closing and delivery of the Special Warranty Deed, or the termination of this Agreement.

15. **EXPENSES.** Seller shall be responsible for recording fees on the Special Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Special Warranty Deed.

16. **LOSS.** All risk of loss to the Property shall be borne by Seller until transfer of title.

17. **CONVEYANCE OF NON-REAL PROPERTY.** In addition to the Real Property, the Purchase Price includes the sale of certain property including service vehicles, IT equipment and inventory as described on Exhibit "B". This property will be conveyed from Seller to Buyer on a Bill of Sale at Closing.

18. **POSSESSION.** Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing.

19. **DEFAULT.** If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. **LITIGATION.** In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

21. **DISCLOSURE.** Within 10 days of the Effective Date, Seller shall provide to Buyer copies of all environmental reports, surveys and drawings of the Real Property.

22. **SUCCESSORS IN INTEREST.** This Contract will ensure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

23. **GOVERNING LAW.** This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

24. **INVALID PROVISIONS.** In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

25. **RECORDING.** This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

26. **ASSIGNMENT.** Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

27. **ENTIRE AGREEMENT.** This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. **EFFECTIVENESS.** The Effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners. The Board's approval shall become effective as follows: (1) 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 the Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission reaffirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final, in which case such override date shall be the Effective Date. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

29. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

30. **Deed.** At Closing, Seller shall execute, acknowledge, and deliver to Buyer a Special Warranty Deed for the entire fee simple interest in the Property (the "Deed"). Buyer and Seller agree that the Deed shall contain the following restrictions and covenants and agree that such restrictions and covenants shall run with the land:

(a) "Neither the Property nor any portion thereof shall be used as, and Buyer specifically covenants with Seller not to directly or indirectly use the Property or any

portion thereof, as or to permit the Property or any portion thereof to be used as a full service vehicle leasing and/or a commercial or consumer vehicle rental facility, or to be used to provide logistics services, in any case by Buyer or its successors or assigns, or by any of their respective tenants, employees, affiliates, or independent contractors, or any of their respective successors or assigns, for a period of seven (7) years from the date of this Deed, at which time (provided Buyer is not then in breach of such restriction) such restriction shall terminate and be of no further effect. This restriction and covenant is made for the benefit of Seller, its successors, and assigns. Seller and its successors and assigns are specifically given the right to enforce the foregoing restriction and covenant by injunction or other legal or equitable proceeding, and to recover damages (including without limitation reasonable attorneys' fees) resulting from any violation hereof. If, for any reason, any part of the foregoing restriction shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of this restriction not so held invalid, illegal or unenforceable, and each other portion of this restriction shall to the fullest extent consistent with law continue in full force and effect."

(b) "Building Area Restriction. Grantee and its heirs, successors and assigns shall be restricted to a building area, in terms of gross square feet (as calculated in accordance with the requirements of the Metropolitan Dade County Building and Zoning Department) of not more than 110,119 gross square feet, and shall not be permitted to seek or apply for any variance from the maximum density restriction imposed by this subpart (a) or by that certain Declaration of Restrictions (as same may be amended or modified being herein called the "Declaration") recorded in Official Records Book 15788 at Page 1708 at the Public Records of Dade County, Florida (the "Building Area Restriction")."

(c) "Parking Space Restriction. Grantee and its heirs, successors and assigns shall be restricted from constructing or permitting on the Property not more than 84 parking spaces and shall not be permitted to seek or apply for any variance from the minimum parking requirements imposed by the Dade County Code, the Declaration or this Deed (the "Parking Space Restriction")."

(d) "Use Restriction. Grantee and its heirs, successors and assigns shall be restricted to using the Property only for industrial, manufacturing or processing plant uses permitted in an IU-1 zoning district, but specifically excluding the following uses; hotel, motel, restaurant and office building. Grantee and its heirs, successors and assigns shall not be permitted to seek or apply for any variance from the permitted uses of the Property under an IU-1 zoning classification (the "Use Restriction")."

(e) "Operations Restriction. Grantee agrees on behalf of itself, and its heirs, successors and assigns that no activities (i.e. relating to the business(es) to be conducted by the owner(s) and/or tenants) shall be conducted on the Property until such time as building improvements are, in fact, constructed thereon (the "Operations Restriction")."

(f) "Development Restriction. Grantee agrees on behalf of itself and its heirs, successors and assigns that so long as Grantor owns any portion of the Platted Property

(as hereinafter defined), (a) all construction to be undertaken on the Property and all buildings or improvements constructed or incorporated thereon shall be in accordance and conformance with the provisions applicable to an IU-1 zoning classification under the Dade County Code, and (b) Grantee, its heirs, successors and assigns shall not seek or apply for any variance from such building requirements or limitations (the "Development Restriction")."

(g) "Gallonage Restriction. Grantee acknowledges on behalf of itself and its heirs, successors and assigns that title to the Property is subject to that agreement for water and sanitary sewage facilities between Metropolitan Dade County and Vulcan Lands, Inc. (the "Water Agreement") recorded in Official Records Book 15978, page 2767 of the Public Records of Dade County, Florida, which Water Agreement affects the Grantee's use of water, sewage and other facilities relative to the Property, and Grantee further acknowledges that the Water Agreement is binding upon the successors and assigns of the parties thereto and runs with the Property. Grantee and its heirs, successors and assigns shall be restricted to the average daily gallonage of 2120 gallons under the Water Agreement, which amount is hereby allocated to the Property. Grantee agrees and acknowledges that it shall be responsible for the installation (and cost thereof) of all meters, hook-up and connection charges and reservation fees relative to such facilities, and that the cost of its usage of such facilities shall be governed by the Water Agreement (the "Gallonage Restriction")."

(h) "The Parking Space Restriction shall cease to exist if Grantee, without any obligation to do so, secures from the Florida Department of Community Affairs a binding letter stating that additional parking spaces could be developed without requiring that the property comprising the Lakeview Commerce Park according to the Plat thereof, recorded in Plat Book 143, Page 88, of the Public Records of Dade County, Florida (the "Platted Property") undergo review as a development of regional impact, pursuant to Chapter 380 of the Florida Statutes (1993). The restrictions set forth herein shall be binding upon the Grantee and its heirs, successors and assigns, and said restrictions shall be deemed to be covenants running with the Property. In the event of a violation or breach of the Building Area Restriction, Parking Space Restriction, Operations Restriction, Development Restriction, Gallonage Restriction and/or Use Restriction, Grantor shall have the right to proceed at law or in equity to enforce said restrictions and compel compliance therewith. Further, Grantee (including and its heirs, successors and assigns) shall indemnify Grantor for any and all costs relating to the enforcement of the Building Area Restriction, Parking Space Restriction, Development Restriction, Operations Restriction, Gallonage Restriction and/or Use Restriction (including, but not limited to attorneys' fees and costs)."

It is expressly understood that paragraphs b through h above are pre-existing restrictions on the property. No new restrictions on the use of the property (other than as outlined in paragraph a) shall be created by the parties or by statute or implied as a result of this agreement.

31. NOTICE. All communications regarding this transaction shall be directed to:
as to Buyer: Diana J. Gonzalez
Manager of Contracts
Miami-Dade Transit
3300 N.W. 32nd Avenue
Miami, Florida 33142

Bruce Libhaber
Assistant County Attorney
111 N.W. 1st Street 27th Floor
Miami, Florida 33128

as to Seller:

Rollins Leasing Corp.
c/o Penske Truck Leasing Co., L.P.
Route 10 - Green Hills
P. O. Box 563
Reading, Pennsylvania 19603-0563
Attn: Jennifer H. Sockel, Vice President - Real Estate

With a copy to:

James M. Townsend, Jr.
Senior Counsel
Penske Truck Leasing Co., L.P.
Route 10 - Green Hills
P. O. Box 563
Reading, Pennsylvania 19603-0563

32. As-Is Sale. Buyer and Seller specifically agree that neither Seller nor anyone on Seller's behalf has made any representation or warranty regarding the Real Property or any aspect or condition thereof (including, but not limited to, whether the Real Property complies with federal, state, or local government laws or regulations applicable to the Real Property or its use), and that Seller expressly disclaims any such representation or warranty. Buyer specifically acknowledges that it has fully examined and inspected the Real Property (or will have the opportunity to do so prior to Closing), that it is relying solely on its own due diligence in electing to purchase the Real Property, and that it is purchasing the Property AS-IS, WHERE-IS, WITH ALL FAULTS, without any warranties of any kind regarding the condition of the Property or its use, except for the title warranties contained in the Special Warranty Deed.

33. Fuel Storage Tank.

(a) Buyer and Seller acknowledge the existence of a 20,000 gallon diesel fuel storage tank on the Real Property (such tank, fuel island and corresponding tank systems being referred

to as the "Tank"). It is specifically understood and agreed that Buyer shall have the opportunity to fully examine and inspect the Tank and that Buyer shall rely on its own due diligence in respect to the status of the Tank. It is specifically understood and agreed that currently there is no active Certificate of Occupancy for the Real Property because of the Tank. In accordance with Section 32 above, Buyer agrees that it is purchasing the Tank (together with the Real Property) AS-IS, WHERE-IS, WITH ALL FAULTS, without any warranties of any kind regarding the condition of the Tank or its use. Furthermore, Buyer agrees that it shall indemnify, defend, protect and hold harmless Seller and its partners and their respective partners, directors, officers, employees, agents, attorneys, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, or expenses (including reasonable attorneys' fees, consultants fees, and expert fees) arising from or caused in whole or in part, directly or indirectly, from the use and operation of the Tank and any and all costs incurred in connection with any site investigation and any and all costs for repair, cleanup, detoxification or decontamination, or other remedial action of the Real Property.

(b) Buyer agrees that at Closing Buyer shall execute and return to Seller all documents necessary to transfer ownership of the Tank to Buyer, and to register the Tank (in Buyer's name) with the appropriate state and/or federal governmental authorities. Seller and Buyer agree that Seller shall be responsible, at Buyer's expense, for filing such forms with such appropriate governmental authorities.

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

By: _____
Clerk

Approved as to form
and legal sufficiency.

Assistant County Attorney

BUYER:

MIAMI-DADE COUNTY

By: _____
County Mayor (or his designee)

Date: _____

WITNESS:

J. H. H. H.

SELLER:

ROLLINS LEASING CORP.

By: Marc E. Althen

Marc E. Althen
Senior Vice President - Administration
and Facilities

Date: 10/17/07

STATE OF Pennsylvania
COUNTY OF Berks

I HEREBY CERTIFY, that on this 17th day of October, 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Marc E. Althen for Rollins Leasing, Inc. personally known to me, or proven, by producing the following identification: Pennsylvania Driver's License to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at 1110 Green Hill in the County and State aforesaid, on this, the 17th day of October, 2007. Reading.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Ellen L. Bieber, Notary Public
Cumru Twp., Berks County
My Commission Expires April 18, 2011
Member, Pennsylvania Association of Notaries

Ellen L. Bieber (SEAL)
Notary Public
Ellen L. Bieber
Print Name

NOTARY SEAL / STAMP

Notary Public, State of Pennsylvania
My Commission expires April 18, 2011

EXHIBIT A

CONTRACT FOR SALE AND PURCHASE

REAL PROPERTY

Lots 5, 6 and 7 and the West 50 feet of Lots 8 and 11, all in Block 1, LAKEVIEW
COMMERCE PARK, according to the Plat thereof, recorded in Plat Book 143, Page 88,
of the Public Records of Dade County, Florida

EXHIBIT B

CONTRACT FOR SALE AND PURCHASE

COST ANALYSIS

1. Purchase Price of Property	\$ 5,050,000.00
2. Total MDT credit towards purchase price for value of real property improvements previously paid by MDT. Includes revenue plaza, fuel island, picnic area and canopies	\$ (344,605.00)
3. Net Price	\$ 4,705,395.00
4. Facility Improvements and equipment not previously paid by MDT Category 1/Schedule RE of Contract No. TA02-BLM Includes telephone hardware & software, tire equipment, bus vacuum system, furniture, shop tools & bus lifts This value was to be depreciated over the 10 year contract term, 44 months depreciation applies through December, 2007	\$ 413,000.00
	\$ (151,433.00)
5. Net Purchase Price	\$ 4,966,962.00
Estimated Cost of other items due at settlement not related to the Real Property:	
Two Service Trucks used by MDT FMV appraisal of \$67,500. per unit July, 2007 (VIN #s 1GBE5C1285F525647 and 1GBE5C1295F522031)	\$135,000.00
Miscellaneous IT equipment	\$ 2,000.00
Estimated parts and accessories inventory (physical inventory to be performed before settlement)	<u>\$ 250,000.00</u>
Total Cost of Non-Real Property due at Settlement	\$ 387,000.00
6. Net Purchase Price & Estimated Costs Due Penske at Settlement	<u>\$ 5,353,962.00</u>
7. Discount to Purchase Price of Property through December 28, 2007	<u>\$ (150,000.00)</u>
8. Net Purchase Price & Estimated Costs through December 28, 2007	<u>\$ 5,203,962.00</u>