Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2008

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

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

From: George M. Burgess
County Manager

Subject: Retroactive Lease with the State of Florida Trustees for the Internal Improvement Trust Fund (TIITF) for 2200 NW 2nd Avenue, Miami known as the South Florida Evaluation and Treatment Center, Folio No. 01-3126-014-0010

RECOMMENDATION

It is recommended that the Board retroactively approve the attached Lease Agreement with the State of Florida Trustees for the Internal Improvement Trust Fund (TIITF) for approximately 217,357 square feet of land and approximately 158,450 square feet of building known as the South Florida Evaluation and Treatment Center, located at the southwest quadrant of NW 7th Avenue and NW 22nd Street, in the City of Miami, (Attachment A). TIITF approved this lease on April 29, 2008. This lease is retroactive because staff did not receive the lease from the State until May 1, 2008, the same day the State vacated the facility. It was necessary to immediately take over the facility in order to continue providing the essential utilities and security services in order to preserve the building's condition.

PROPERTY: 2200 NW 7th Avenue, Miami (District 3), southwest quadrant of NW 7th Avenue and NW 22nd Street in the City of Miami

COMMISSION DISTRICT: District 3

COMMISSION DISTRICT IMPACTED: Countywide

PROPOSED USE: Operation of a first of its kind Mental Health Diversion Facility, consistent with the recommendations of the Mayor's Mental Health Task Force Final Report. The facility will include:

- Two residential floors to be operated by Corrections. These floors will expand the capacity of the department by providing therapeutically-suitable incarceration for mentally-disturbed inmates. Ideally, these individuals should be eligible for "diversion" to community-based programming which could be coordinated through the other services available at the facility;
- Two residential floors will house short-term residential treatment programs to be operated by community-based providers which will be selected through a formal procurement process;
- A Crisis Stabilization Unit (CSU) which will provide appropriate levels of acute medical, nursing, and psychiatric care that will enable individuals to achieve more efficient and effective therapeutic outcomes;

- A low demand/recovery-focused community outreach team program through which case managers will coordinate the efforts of therapists, medical personnel, employment specialists, and peer counselors to provide a continuum of services that will facilitate the decriminalization of people with serious mental illnesses;
- Courtrooms for the Eleventh Judicial Circuit Court and other program space to accommodate agencies and programs which work with the criminal justice population and address mental health issues.

The Administrative Office of the Courts contracted with Dr. Joel Dvoskin, a nationally-recognized mental health treatment facility consultant, to assess the facility and render his recommendations for its optimal use. Staff is in the process of reviewing Dr. Dvoskin's final report, which will be used to determine the ultimate utilization of the facility.

JUSTIFICATION:

The Mayor's Mental Health Task Force Final Report, released in February 2007, recommended the implementation of a treatment facility for mentally ill inmates. The Task Force's Mental Health Diversion Facility Subcommittee had been actively pursuing the purchase of the State of Florida's South Florida Evaluation and Treatment Center – considered a viable property for the project. In August of 2006, a report recommending that the County pursue purchase of the facility was brought to the Infrastructure and Land Use Committee of the BCC. At that time, the Committee was apprised of the programming to be offered within the facility and the steps being taken to secure the building using the Building Better Communities General Obligation Bond (GOB) Program funds.

In June 2007, the State Department of Children and Families (DCF) offered to lease the facility to the County once it was vacated by the State for $1.00 a year. As such, the GOB funding will be utilized for necessary renovations.

LEASE TERM:

30 years plus two 30-year renewal option periods. Note: The State Legislature recently approved a proposed change to Florida Statute 125.031 which presently limits the term of leases that counties may enter into to 30 years. If this legislation is signed by the Governor, this lease will automatically convert to a 99-year lease term.

EFFECTIVE DATE:

Commenced on May 2, 2008.

RENTAL RATE:	$1.00 per year
LEASE CONDITIONS:	The County is responsible for all costs related to this building and adjacent parking lots while under lease from the State of Florida. The County is not, however, responsible for the land or building shown "LESS OUT" on Attachment A.
FUNDING SOURCE:	Renovations will be funded from the proceeds of the Building Better Communities General Obligation Bond, Project 193. Operating costs will be paid by the General Fund.
MONITOR:	Tania Llado, Chief REO, General Services Administration
DELEGATED AUTHORITY:	Authorizes the County Mayor or his designee to execute the lease agreement with the State of Florida.

Director
General Services Administration

MEMORANDUM

(Revised)

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

DATE: June 3, 2008

FROM: R. A. Cuevas, Jr. County Attorney

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

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. 8(F)(1)(G)
6-3-08

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY AUTHORIZING THE EXECUTION OF A LEASE WITH THE STATE OF FLORIDA FOR 2200 NW 7TH AVENUE, MIAMI, LOCATED ON THE SOUTH WEST QUADRANT OF NW 7TH AVENUE, AND NW 22ND STREET; AND AUTHORIZING THE 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 authorizes the execution of a lease with the State of Florida for 2200 NW 7th Avenue, Miami, located on the southwest quadrant of NW 7th Avenue, and NW 22nd Street; retroactively approves the commencement date of the Lease to May 2, 2008, and authorizes the Mayor or his designee to exercise any and all 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 3rd day of June, 2008. 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.

Martin W. Sybblis

OAL1

(04-24-08 version)

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4563

THIS LEASE AGREEMENT (hereinafter referred to as the "lease"), made and entered into this _____ day of _____ 20__, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained does hereby lease to said LESSEE the property described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Miami-Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "Leased Premises".

3. TERM: The term of this lease shall be for a period of 30 years, commencing on May 2, 2008 and ending on May 1, 2038, with two thirty (30) year renewal periods, upon approval of both parties, provided LESSEE notifies LESSOR in writing of its intent to exercise said renewal(s) at least ninety (90) days prior to the thirtieth (30th) and sixtieth (60th) anniversaries of this lease. Notwithstanding the foregoing, if the Florida Legislature enacts legislation that permits counties to enter into leases for ninety-nine (99) years, then the term of this lease shall automatically extend to a term of ninety-nine (99) years without any further actions of the parties being required

and the expiration date of this lease shall change to May 1, 2107. The "effective date" of this lease shall be the execution date.

4. RENTAL PAYMENT: LESSEE shall pay to LESSOR the annual rental sum of One ($1.00) Dollar. Each lease payment shall be paid by certified or cashier's check on or before June 30th of each year, beginning June 30, 2008.

5. PURPOSE: The LESSEE shall operate and/or manage the Leased Premises only for the establishment and operation of a mental health diversion facility and/or correctional facility, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 10 of this lease.

6. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the Leased Premises for all purposes necessary and to the full quiet enjoyment by LESSEE of the rights conveyed herein.

7. ASSIGNMENT BY LESSOR: If the interests of LESSOR under this lease shall be transferred voluntarily or for any other reason, LESSEE shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the remaining term of this lease, and any extension or renewals thereof in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the lessor under this lease, and LESSEE does hereby agree to attorn to the Purchaser as its lessor, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of LESSOR under this lease. The respective rights and obligations of LESSEE and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LESSOR'S interests, LESSOR shall be released and relieved from all liabilities and responsibility to

LESSEE thereafter accruing under this lease or otherwise and LESSOR'S successor shall become liable and responsible to LESSEE in respect to all obligations of the Lessor under this lease.

8. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the Leased Premises or any use thereof not in conformance with this lease.

9. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

10. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the Leased Premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The Leased Premises shall not be developed without the prior written approval of LESSOR. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the Leased Premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten (10) months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the Leased Premises. LESSEE shall not proceed with development of said Leased Premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for

which the Leased Premises are to be operated and/or managed. The approved Land Use Plan shall provide the basic guidance for the operation and/or management of the Leased Premises and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the Leased Premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

11. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR, which shall not be unreasonably withheld. Any easement not approved in writing by LESSOR shall be void and without legal effect.

12. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR, which shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

13. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right with prior, ten (10) day written notice to inspect the Leased Premises and the operations of LESSEE in any matter pertaining to this lease.

14. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements by LESSEE shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and/or LESSEE's staff and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the Leased Premises by LESSEE which do not become a permanent part of the Leased Premises

will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

15. INSURANCE REQUIREMENTS:

15.1 The LESSOR acknowledges that the LESSEE is self-insured.

15.2 The LESSEE, upon the request of the LESSOR, shall provide a written letter to LESSOR, periodically, but no more than once every six (6) months, stating that LESSEE is fully self-insured and acknowledges that it is responsible for maintaining the Leased Premises consistent with the terms and conditions of this lease. At any time during the term of this lease, should LESSEE no longer elect to be self-insured, or for any other reason no longer be self-insured, then LESSOR may impose and require that LESSEE immediately secure the appropriate amount of general liability insurance, along with fire and extended risk insurance at LESSEE's sole cost and expense, and in such amounts, and from such insurance companies as the LESSOR deems reasonable. Such insurance shall then be evidenced by a certificate of insurance, which shall name the LESSOR as an additional insured under each of the policies.

16. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

17. PAYMENT OF TAXES AND ASSESSMENTS: To the extent required by law, LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the Leased Premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the Leased Premises.

18. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

19. TIME: Time is expressly declared to be of the essence of this lease.

20. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Leased Premises or upon lands adjacent to and used as an adjunct of the Leased Premises.

21. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the Leased Premises and for having all utilities turned off when the Leased Premises are surrendered.

22. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the Leased Premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

23. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records reasonably relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is

terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

24. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the Leased Premises, except as required by law. The Leased Premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the Leased Premises for the benefit of LESSEE.

25. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

26. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail, return receipt request, postage pre-paid, or by a nationally recognized carrier service (i.e. FEDEX), or by hand-delivery including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, and all to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: Miami-Dade County
General Services Administration
Attn: Director
111 NW 1st Street, Suite 2460
Miami, Florida 33128

COPY TO:

Miami-Dade County Attorney's Office
Attn: County Attorney

111 NW 1st Street, Suite 2810
Miami, Florida 33128

27. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice LESSEE shall be in default, provided, however, that if the nature of LESSEE's breach or non-compliance is such that more than sixty (60) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE commenced such cure within such sixty (60) day period and thereafter diligently prosecutes such cure to completion. Upon default, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the Leased Premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

28. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the Leased Premises or as affecting said Leased Premises or adjacent properties, any act which may result in damage or depreciation of value to the Leased Premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Leased Premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress

or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, if applicable, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Leased Premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the Leased Premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to

LESSOR, all within the reporting periods of the applicable governmental agencies.

29. ENVIRONMENTAL AUDIT: Within ninety (90) days of the effective date of this lease, LESSOR shall provide LESSEE with a Phase I environmental site assessment which shall be certified to both LESSOR and LESSEE. Should the Phase I environmental site assessment, and/or LESSEE'S own environmental site assessment of the Leased Premises, reveal any environmental condition on or about the Leased Premises that LESSEE deems objectionable, then LESSEE may, in its sole discretion, terminate this lease within sixty (60) days of receiving the Phase I environmental site assessment report from LESSOR. Should LESSEE not terminate this lease within the sixty (60) day period because of the findings in the Phase I environmental site assessment, and/or due to its own environmental site assessment, then the Phase I environmental site assessment shall serve as a baseline determination from which to measure the environmental condition of the Leased Premises, and any future requirement or obligation LESSEE may have on removing any hazardous or toxic substances, pollutants, chemicals or poisons from the Leased Premises and/or otherwise being responsible for the cleanup, decontamination, remediation, restoration and/or monitoring of the Leased Premises, either before or after the Leased Premises is returned to the possession of LESSOR. Further, upon the termination or expiration of this lease, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards, and if the Phase I environmental site assessment indicates that it is reasonably necessary, the State of Florida Department of Environmental Protection, Division of State Lands may request LESSEE to provide LESSOR with a Phase II environmental site assessment.

30. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the Leased Premises to LESSOR. In the

event no further use of the Leased Premises or any part thereof is needed, prior to the expiration of this lease, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six (6) months prior to the release of any or all of the Leased Premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the Leased Premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the Leased Premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the Leased Premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the Leased Premises shall be turned over to the State of Florida Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 21 and 38 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

31. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices, if applicable, for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the lease. Pursuant to subsection 18-2.017(8), Florida

Administrative Code, "best management practices" is defined as "methods, measures or practices that are developed, selected, or approved by agencies to protect, enhance and preserve natural resources. They include, but are not limited to, engineering, conservation, and management practices for mining, agriculture, silviculture, and other land uses, that are designed to conserve the soil and associated nutrients while simultaneously controlling nonpoint pollution to provide good overall upland management."

32. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the Leased Premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Leased Premises including, but not limited to, mortgages or construction liens against the Leased Premises or against any interest of LESSOR therein.

33. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

34. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the Leased Premises.

35. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water

line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

36. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

37. SUCCESSORS IN INTEREST: It is hereby agreed between LESSOR and LESSEE that all covenants, conditions, agreements, and undertakings contained in this lease 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.

38. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the Leased Premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

39. MIAMI-DADE COUNTY INSPECTOR GENERAL: Both LESSEE and LESSOR understand that the Inspector General provision of Section 2-1076 of the Miami-Dade County Code shall apply to matters arising out of this lease.

40. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

41. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By:_____ (SEAL)
SCOTT E. WOOLAM, ACTING ASSISTANT DIRECTOR, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Witness

_____
Print/Type Name

_____
Witness

_____
Print/Type Name

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Scott E. Woolam, Acting Assistant Director, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

MIAMI-DADE COUNTY, FLORIDA
By its Board of County Commissioners

_____
Witness

_____
Print/Type Name

_____
Witness

_____
Print/Type Name

By: _____

_____
Print/Type Name

Title: _____

(OFFICIAL SEAL)

ATTEST: _____

Clerk of the Board of County
Commissioners of Miami-Dade County

"LESSEE"

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____ and _____, as _____ and _____ respectively, on behalf of the Board of County Commissioners of Miami-Dade County, Florida. They are personally known to me.

_____
Notary Public, State of Florida

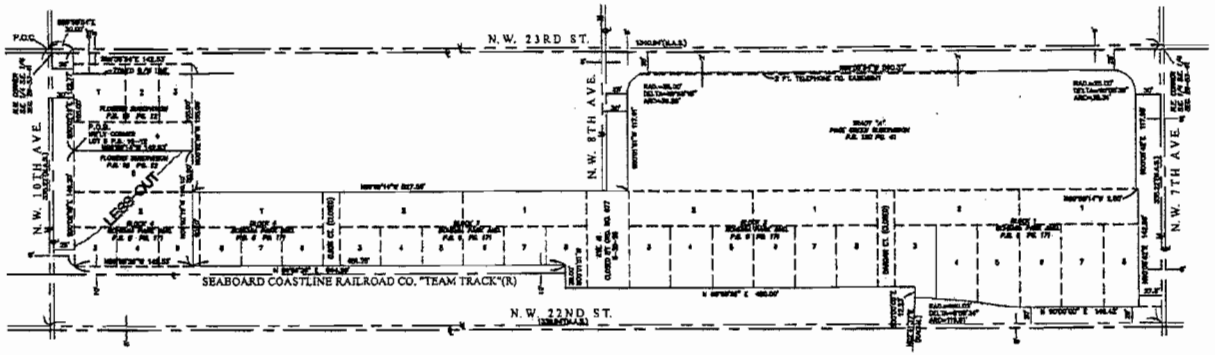
_____
Print/Type Notary Name

Commission Number:

Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES



LEGAL DESCRIPTION:

ABBREVIATIONS:

SURVEYOR'S NOTES:

NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

200 150 100 50

SCALE: 1"=100'

SOUTH FLORIDA EVALUATION & TREATMENT CENTER
2200 N.W. 7TH AVE. MIAMI, FL.

PROJECT NO. 20060212

PARCEL NO. SFETC-1

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