

# Memorandum



**Date:** October 10, 2008

**RCA  
Agenda Item No. 4(B)**

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

**From:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of the County Manager.

**Subject:** Acquisition of approximately 1.705 acres of vacant land located at 13501 NW 107th Avenue for the development of a branch library for the Miami-Dade Public Library System and execution of Lease Agreement with the City of Hialeah Gardens

---

## RECOMMENDATION:

It is recommended that the Board of County Commissioners approve the attached Contract for Sale and Purchase for the acquisition of 1.705 acres of vacant land, for \$1,471,357.00, to be developed as a branch library for the Miami-Dade Public Library System in Hialeah Gardens and the attached Lease Agreement, for \$10.00 per year, with the City of Hialeah Gardens. This item has been prepared by General Services Administration at the request of the Miami-Dade Public Library System.

**OWNER:** City of Hialeah Gardens

**OWNER TRACK RECORD:** The County has no record on file of any poor performance issues with the City of Hialeah Gardens.

**LOCATION:** 13501 NW 107 Avenue, Hialeah Gardens.

**COMMISSION DISTRICT:** 12

**COMMISSION DISTRICT IMPACTED:** County-wide

**TAX FOLIO NUMBER:** Part of 27-2029-001-0300

**SIZE:** 1.705 acres more or less of vacant land

**ZONING:** Parks and Open Space and Water District (POS), according to the City of Hialeah Gardens' Land Development Regulation's Section 78-52. The proposed library is a permitted use under the current land use plan of the City of Hialeah Gardens. Therefore, a Governmental Facilities hearing is not required pursuant to Section 33-303 of the Code of Miami-Dade County.

PURCHASE PRICE: \$ 1,471,357.00 - equivalent to \$862,965.99 per acre.

Several offers and counter offers were made until both parties agreed to a purchase price.

APPRAISED VALUE: (1) \$ 1,005,000 (for 1.153 acres)-equivalent to \$871,639.21 per-acre.  
(2) \$ 850,000 (for 1.153 acres)-equivalent to \$737,207.29 per-acre.

Originally, the size of the library site was going to be 1.153 acres, which was large enough to accommodate a 7,500 square foot library. After numerous discussions, staff from the Miami-Dade Public Library System and the City of Hialeah Gardens determined that a 15,000 square foot library would better serve the community; therefore, the size of the site was increased to 1.705 acres. Appraisals had already been secured by two independent state certified appraisers for the original 1.153 acre site, one which valued the property at \$1,005,000 which is equivalent to \$871,593 per acre and the other valued the property at \$850,000, which is equivalent to \$737,207 per acre. Rather than ordering new appraisals for the larger site, staff negotiated a price based on the appraised price per acre.

BACKGROUND: After conducting exhaustive searches for land in the area without any results, staff from the Miami-Dade County Library System and the City of Hialeah Gardens engaged in discussions regarding a City-owned parcel of land that was potentially suited for the library. The 1.705-acre parcel is a cut-out of a 9-acre parcel that is currently being developed by the City of Hialeah Gardens as their Government Complex.

DEVELOPMENT: On July 20, 2004, the Board adopted Resolution No. R-919-04 which approved Building Better Communities Bond Program Project No. 288 – Construct Hialeah Gardens Library. At the present time, only land acquisition funds are available for this project. Construction funds are scheduled to be allocated in years 2014-15 through 2018-2019. Since the construction of the library will not be immediate, the City is proposing to lease the parcel back from the County for a park until such time as the County is ready to construct the library. The County has agreed to lease the entire 1.705 acres to the City of Hialeah Gardens for \$10.00 a year. In exchange, the City has agreed to maintain the parcel at its sole cost.

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

FUNDING SOURCES: Land Acquisition: General Obligation Bond Program/Building Better Communities

Development: General Obligation Bond Program/Building Better Communities

MONITOR: Laureen Varga, Chief Real Estate Officer

DELEGATED AUTHORITY: The County Mayor or his designee is authorized to execute the Contract for Sale and Purchase, conduct due diligence on the property, execute the lease agreement, and exercise renewal and cancellation options.

  
\_\_\_\_\_  
Director  
General Services Administration



# MEMORANDUM

(Revised)

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

**DATE:** November 18, 2008

**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

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE BETWEEN THE CITY OF HIALEAH GARDENS, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY 1.705 ACRES OF VACANT LAND, FOR \$1,471,357.00, LOCATED AT 13501 NW 107TH AVENUE, FOR THE DEVELOPMENT OF A BRANCH LIBRARY FOR THE MIAMI-DADE PUBLIC LIBRARY SYSTEM; AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF HIALEAH GARDENS, AS TENANT, AND MIAMI-DADE COUNTY, AS LANDLORD, FOR \$10.00 A YEAR; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, the City of Hialeah Gardens, is a municipal corporation within the State of Florida;  
and

WHEREAS, the City of Hialeah Gardens owns 1.705 acres of real property located at 13501 NW 107 Avenue, Hialeah Gardens, and has agreed to sell said property to the County for the construction of a library; and

WHEREAS, the City of Hialeah Gardens desires to lease the property back from the County and maintain the property as a park until such time as construction of the library commences; and

WHEREAS, the County is satisfied that the City of Hialeah Gardens does require the property for such purpose and at this time the property is not otherwise needed for County purposes; and

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 with the City of Hialeah Gardens and Miami-Dade County for approximately 1.705 acres of vacant land, for \$1,471,357.00, located at 13501 NW 107<sup>th</sup> Avenue for the development of a branch library for the Miami-Dade Public Library System; approves the Lease Agreement between the City of Hialeah Gardens and Miami-Dade County, for \$10.00 a year; 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
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 18<sup>th</sup> day of November, 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.



Exhibit A

**CONTRACT FOR SALE AND PURCHASE**

**Project:** Miami-Dade Public Library System

**Folio No:** Part of Folio 27-2029-001-0030

This Contract for Sale and Purchase is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2006 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and CITY OF HIALEAH GARDENS, whose address is 10001 N.W. 87th Avenue, Hialeah Gardens, Florida 33016 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 in Miami-Dade County, Florida, which real property is 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, and all oil, gas and mineral rights possessed by Seller, if any.

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of \$1,471,357.00 (One Million Four Hundred Seventy One Thousand Three Hundred Fifty-Seven Dollars and 00/100), by County check or wire transfer of U.S. funds. The purchase price shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 7 herein, and exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing by County check for the Property referenced above.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property and agrees to convey good, marketable and insurable title by 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. 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 Statutory 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 may, at Buyer's option and sole cost and expense, and at least thirty (30) days from the effective date of this Contract, obtain an environmental site assessment of the Property. Buyer shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property. The environmental site assessment shall be certified to Buyer and the date of certification shall be within 45 days before the date of closing. The Buyer shall obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct a review of the environmental site assessment 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. Should such inspections show defects to the Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Sellers written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Sellers in Sellers' sole discretion elect in writing to repair such defects to Buyer's satisfaction. If Sellers agree to repair such defects by Closing or unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyers option without adjustment to the Purchase Price such option to be exercised in writing within fifteen (15) days of Sellers' notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. 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 receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions.

7. SURVEY. Buyer may, at Buyer's option and sole cost and expense, and not less than 30 days prior to closing, 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 sixty (60) days before the Closing date, unless this sixty (60) 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. The legal description in the survey shall be subject to Seller's and Buyer's approval.

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. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. 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 and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property. Further, Seller represents and warrants that the existing structure on the subject Real Property will be demolished and removed prior to closing.

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 and all revenue 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 be completed within thirty (30) days of the Effective Date of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set by 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. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Sellers shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

15. EXPENSES. Intentionally deleted.

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

17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the

Real Property being purchased under this contract.

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. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

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. RIGHT OF FIRST REFUSAL: In the event that Miami-Dade County ceases to use the property as a Library and determines to surplus the property for sale or lease. The City of Hialeah Gardens will have the right of first refusal to purchase or lease the property at market value. Both parties agree that market value will be determined by obtaining two MAI appraisals and a third review appraisal if necessary. The costs of these appraisals will be the responsibility of the City of Hialeah Gardens. This right shall be executed within sixty days from receipt of written notice.

28. 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 ("Board"), as well as public hearing for governmental facility approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

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.

NOTICE. All communications regarding this transaction shall be directed to:  
as to Buyer:

Jane Marie Hundertmark  
Real Estate Officer-GSA  
111 NW 1<sup>st</sup> Street, Suite 2460  
Miami, Florida 33128

as to Seller:

Marcos Piloto, Director  
Office of Management and Budget  
City of Hialeah Gardens  
10001 N.W. 87<sup>th</sup> Avenue  
Hialeah Gardens, Florida 33016

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

ATTEST:

By: \_\_\_\_\_  
Clerk

BUYER:

MIAMI-DADE COUNTY

By: \_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

SELLER:

CITY OF HIALEAH GARDENS

By: \_\_\_\_\_

By: Yiosef De La Cruz

Mayor

Date: 9/5/06

Marcos Piloto  
Witness  
Marcos Piloto  
Print

Maritza Pena  
Witness  
Maritza Pena  
Print

Approved as to form  
and legal sufficiency.

\_\_\_\_\_  
Assistant County Attorney

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 5 day of SEPTEMBER, 2006, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared YIDSET DE LA CRUZ for CITY OF HIALEAH GARDENS, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at HIALEAH GARDENS, in the County and State aforesaid, on this, the 5 day of SEPTEMBER, 2006.

My Commission expires:

Maria L. Joffee (SEAL)  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
 Maria L. Joffee  
Commission # DDS72608  
Expires: AUG. 23, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

MARIA L. JOFFEE  
Print Name  
Notary Public, State of FLORIDA

# SKETCH OF DESCRIPTION

EXHIBIT "A"

THIS DOCUMENT IS NEITHER  
FULL NOR COMPLETE WITHOUT  
ALL SHEETS

## LEGAL DESCRIPTION

A PORTION OF TRACTS 29 AND 30 OF "FLORIDA FRUIT LANDS COMPANY'S  
SUBDIVISION No.1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE  
COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NW 1/4 OF  
SECTION 29, TOWNSHIP 52S, RANGE 40E (SAID LINE ALSO BEING THE  
CENTER LINE OF NW 107TH AVENUE) WITH THE SOUTH LINE OF TRACT 29  
OF SAID PLAT BOOK 2 AT PAGE 17 (SAID LINE BEING THE CENTER LINE  
OF N.W. 134th STREET); THENCE WITH A BEARING OF N 02°38'07" W  
ALONG SAID WEST LINE A DISTANCE OF 30.02 FEET; THENCE WITH A  
BEARING OF N 89°41'11" E ALONG A LINE PARALLEL WITH AND 30.00  
FEET NORTH OF THE CENTER LINE OF SAID N.W. 134th STREET FOR  
64.04 FEET TO THE POINT OF BEGINNING; THENCE IN A NORTHWESTERLY  
DIRECTION WITH A TANGENT CURVE TURNING TO THE RIGHT WITH A  
RADIUS OF 25.00 FEET, HAVING A CHORD BEARING OF N 46°28'28" W  
AND A CHORD DISTANCE OF 34.63 FEET, HAVING AN INTERIOR ANGLE OF  
87°40'42" FOR 38.26 FEET ALONG THE ARC OF SAID CURVE TO A POINT  
ON A LINE PARALLEL WITH AND 40.00 FEET EAST OF THE WEST LINE OF  
THE NW 1/4 OF SECTION 29, TOWNSHIP 52S, RANGE 40E; THENCE N  
02°38'07" W ALONG SAID LINE FOR 528.79 FEET; THENCE N 89°41'22"  
E FOR 164.72 FEET; THENCE IN A SOUTHERLY DIRECTION WITH A NON  
TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 199.97 FEET,  
HAVING A CHORD BEARING OF S 09°46'36" W AND A CHORD DISTANCE OF  
205.20 FEET, HAVING AN INTERIOR ANGLE OF 61°44'06" FOR 215.47  
FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE S 88°36'22"  
E FOR 58.39 FEET; THENCE S 05°21'43" W FOR 163.68 FEET;  
THENCE S 86°50'51" W FOR 29.80 FEET; THENCE S 41°50'47" W  
FOR 26.62 FEET; THENCE S 02°41'14" E FOR 47.58 FEET; THENCE S  
30°24'13" E FOR 37.45 FEET; THENCE S 02°38'07" E FOR 84.62  
FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF N.W. 134th  
STREET; THENCE S 89°41'11" W ALONG SAID LINE FOR 101.10 FEET TO  
THE POINT OF BEGINNING. CONTAINING 74281.57 SQUARE FEET OR 1.705  
ACRES MORE OR LESS.



## TRI-COUNTY ENGINEERING, Inc.

ENGINEERS • ARCHITECTS • SURVEYORS & MAPPERS  
CERTIFICATES: EB-6706, AA-2777, LB-6507, FLORIDA

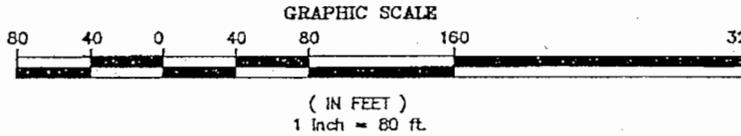
7729 NW 146 th st. P.O. (305) 823-3737  
Miami Lakes, Florida 33016 Fax (305) 823-3772

NOTE: NOT VALID WITHOUT THE  
SIGNATURE AND ORIGINAL SEAL OF A  
FLORIDA REGISTERED SURVEYOR AND  
MAPPER

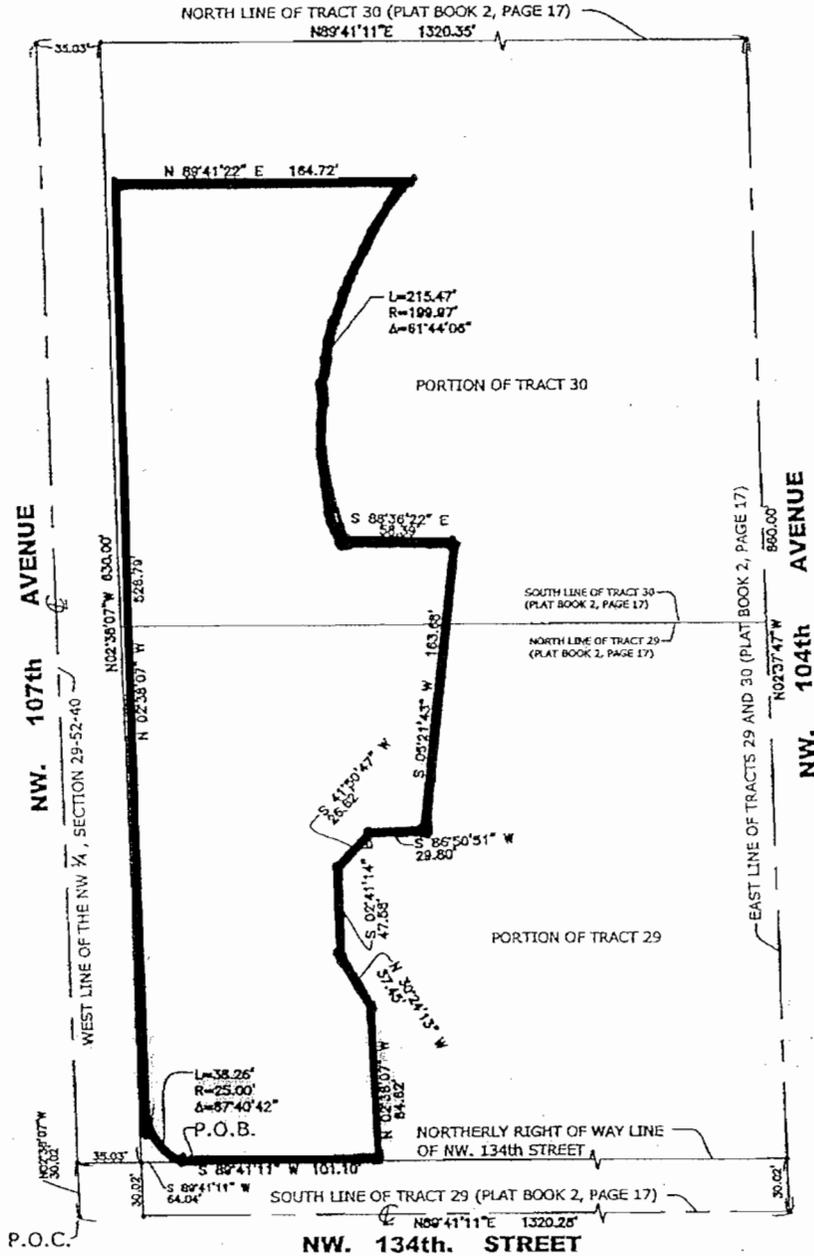
JOSE ALLOPEZ, P.L.S. #4849  
STATE OF FLORIDA  
FOR THE FIRM

14

# SKETCH OF DESCRIPTION



THIS DOCUMENT IS NEITHER  
FULL NOR COMPLETE WITHOUT  
ALL SHEETS



## TRI-COUNTY ENGINEERING, Inc.

ENGINEERS • ARCHITECTS • SURVEYORS & MAPPERS  
CERTIFICATES: EB-6706, AA-2777, LB-6507, FLORIDA  
7729 NW 146 th st. Ph: (305) 823-3737  
Miami Lakes, Florida 33016 Fax: (305) 823-3172

NOTE: NOT VALID WITHOUT THE  
SIGNATURE AND ORIGINAL SEAL OF A  
FLORIDA REGISTERED SURVEYOR AND  
MAPPER

JOSE M. LOPEZ, P.A.S. N°4849  
STATE OF FLORIDA  
FOR THE FIRM

15

## LEASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and CITY OF HIALEAH GARDENS, a municipal corporation within the State of Florida, hereinafter referred to as 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 described as follows:

Approximately 1.705 acres of vacant land located at 13501 NW 107 Avenue, Hialeah Gardens consisting of a portion of folio #27-2029-001-0300, see "Exhibit "A" for legal description

TO HAVE AND TO HOLD unto said TENANT for a term of ten (10) years, commencing upon the purchase of the Property by Miami-Dade County from City of Hialeah Gardens and acceptance of leased property, for and at a total rental of Ten Dollars and 00/100 (\$10.00), payable in advance to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may from time to time designate in writing.

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

Property # 2029-00-00

**ARTICLE I**  
**USE OF LEASED PROPERTY**

The area of the leased property may be use by tenant for any purpose permitted by law, so long as it is maintained as provided herein. Upon expiration of this lease agreement any improvements will become the property of the LANDLORD.

**ARTICLE II**  
**CONDITION OF LEASED PROPERTY**

TENANT hereby accepts the Leased Property in the condition they are in at the beginning of this Lease Agreement.

**ARTICLE III**  
**UTILITIES AND MAINTENANCE**

All utilities shall be placed in the name of TENANT and the cost of all utilities and waste removal shall be paid by TENANT, including any and all infrastructure required to provide service to the leased property. TENANT shall have the obligation to pay all utilities, taxes and special assessments levied upon or relative to the leased property. The TENANT agrees to provide, at its sole cost and expense, all maintenance, landscaping, repairs or replacements, as necessary required to keep the leased property and any improvements thereto in a state of good repair, and in a safe an clean condition at all times, during the term of this Lease Agreement. Landscaping shall be maintained in as good a condition as said landscaping was at the beginning of the term of this lease. TENANT, as its sole cost and expense, shall be responsible for providing ground maintenance, including but not limited to landscaping, mowing and exterminating the leased property. LANDLORD shall notify TENANT after discovering any maintenance deficiencies, which TENANT is responsible for maintaining and TENANT shall make the necessary maintenance promptly after said notice.

**ARTICLE IV**  
**ALTERATIONS BY TENANT**

TENANT may make any and all changes and/or modifications to the Leased Property permitted by law upon obtaining written approval from LANDLORD, said approval shall not be unreasonably withheld. TENANT may modify the landscaping and vegetation as it deems necessary to maintain and conserve it without giving written notice to the LANDLORD.

**ARTICLE V**  
**TERM**

This Lease Agreement shall have a year-to-year term up to the 28 day of February, 2018. In the event that the Landlord is in a position to commence construction on the Leased property for the purpose of building a Public Library facility, then upon thirty (30) days written notice the Landlord may terminate this Lease Agreement and thereafter commence construction of said Public Library facility.

In the event that the Landlord has not commenced construction of a Public Library facility within the term of this Lease Agreement, the Tenant shall have the unfettered option to renew this Lease Agreement for an additional ten (10) year term under the same terms and conditions set forth in this Lease Agreement.

**ARTICLE VI**  
**ASSIGNMENT**

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

**ARTICLE VII**  
**NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the leased property above described shall be at

the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT or any third party for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE VIII**  
**LANDLORD'S RIGHT OF ENTRY**

LANDLORD or any of its agents shall have the right to enter said leased property during all reasonable working hours to examine same.

**ARTICLE IX**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the leased property above described, without hindrance or molestation by LANDLORD.

**ARTICLE X**  
**SURRENDER OF LEASED PROPERTY**

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said leased property in as good a condition, subject to ordinary wear and tear, as said leased property was at the beginning of the term of this Lease Agreement.

**ARTICLE XI**  
**INDEMNIFICATION AND HOLD HARMLESS**

TENANT shall indemnify and save the LANDLORD harmless from any and all claims, liability, losses and causes of action which may arise out of the TENANT'S fulfillment of this Lease. TENANT shall pay all claims and losses of any nature whatever in connection

therewith, and shall defend all suits in the name of the LANDLORD, when applicable, and shall pay all costs and judgments, which may issued thereon, including damages caused solely by the negligence of the TENANT, its employees, agents or invitees.

**ARTICLE XII**  
**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 XIII**  
**CANCELLATION**

**CANCELLATION By LANDLORD:** The occurrence of any of the following shall cause this Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set forth below:

- A. Automatic Termination:
  - 1) Institution of proceedings in voluntary bankruptcy by the TENANT.
  - 2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.
  - 3) Assignment by TENANT for the benefit of creditors.
- B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:
  - 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

- 2) Notice of any condition posing a threat to health or safety of the public ...  
and not remedied within the ten (10) day calendar day period following mailing of  
the written notice.
- C. Termination after fourteen (14) days from receipt by TENANT of written notice by  
certified or registered mail to the address of the TENANT as set forth below:
  - 1) Non-performance of any covenant of this Lease Agreement other than non-payment  
of rent and others listed A and B above, and failure of the TENANT to remedy such  
breach within the thirty (30) day period from receipt of the written notice.
- D. A final determination in a court of law in favor of the LANDLORD in litigation  
instituted by the TENANT AGAINST THE LANDLORD or brought by the  
LANDLORD against TENANT.
- E. LANDLORD through its County Manager or his designee, shall have the right to cancel  
this Lease Agreement or any portion thereof, at any time by giving the TENANT at  
least ninety (90) days written notice prior to its effective date.

**CANCELLATION by TENANT:** The TENANT, shall have the right to cancel this Lease  
Agreement at any time by giving the LANDLORD at least thirty (30) days written  
notice prior to its effective date.

#### **ARTICLE XIV** **NOTICES**

It is understood and agreed between the parties hereto that written notice addressed to  
LANDLORD and mailed or delivered to the Director, General Services Administration, 111  
N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to  
LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address  
of TENANT at 10001 N.W. 87th Avenue, Hialeah Gardens, Florida 33016 or such other address

as each party shall designate to the other in writing, shall constitute sufficient notice to TENANT 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 XV**  
**INSURANCE**

Prior to the start of this Lease Agreement, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.
- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at

a minimum of thirty (30) days in advance of such expiration.

The above-stated amounts of liability insurance coverage shall be reviewed by the LANDLORD every five (5) years and LANDLORD shall have the right to increase said amounts of liability insurance in accordance and in conformity with like coverage required by Miami-Dade County of other tenants in similar circumstances.

**ARTICLE XVI**  
**PERMITS, REGULATIONS**

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain any and all necessary permits and approvals and that all uses of the leased property will be in conformance with all applicable laws.

**ARTICLE XVII**  
**ADDITIONAL PROVISIONS**

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the leased property for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin. TENANT agrees to comply with all State and Federal laws related to non-discrimination on the basis of race, color, creed, national origin or disability.

**ARTICLE XVIII**  
**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 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.

(CITY SEAL)

CITY OF HIALEAH GARDENS

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
Mayor (TENANT)

OFFICIAL SEAL

ATTEST:

HARVEY RUVIN, CLERK

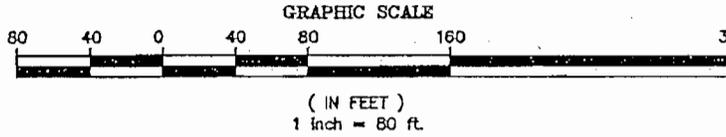
MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
DEPUTY CLERK

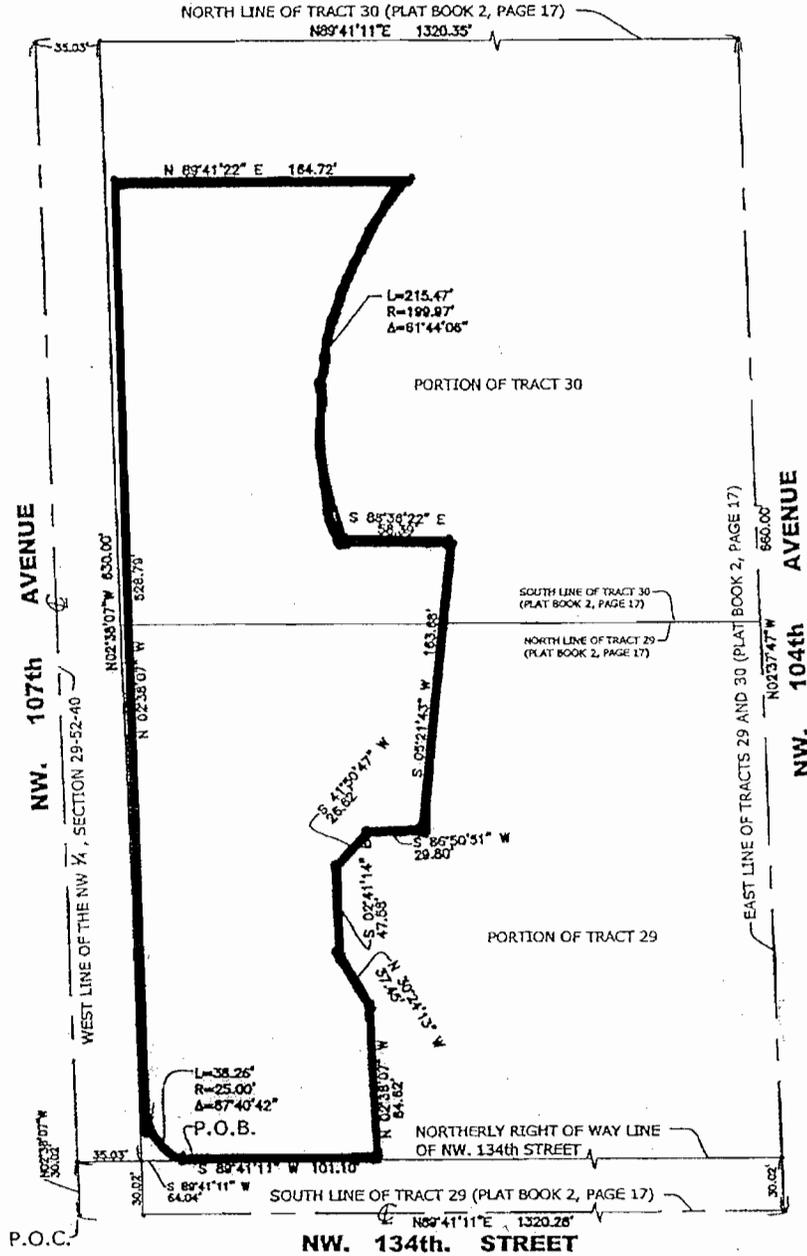
By: \_\_\_\_\_  
Carlos Alvarez  
County Mayor (LANDLORD)

# SKETCH OF DESCRIPTION

EXHIBIT "A"  
PAGE 1 OF 3



THIS DOCUMENT IS NEITHER  
320 FULL NOR COMPLETE WITHOUT  
ALL SHEETS



## TRI-COUNTY ENGINEERING, Inc.

ENGINEERS • ARCHITECTS • SURVEYORS & MAPPERS  
 CERTIFICATES: EB-6706, AA-2777, LB-6507, FLORIDA  
 7729 NW 148 th st. Ph: (305) 823-3737  
 Miami Lakes, Florida 33016 Fax: (305) 823-3772

NOTE: NOT VALID WITHOUT THE  
 SIGNATURE AND ORIGINAL SEAL OF A  
 FLORIDA REGISTERED SURVEYOR AND  
 MAPPER

JOSE M. LOPEZ, P.E. S.N. 4849  
 STATE OF FLORIDA  
 FOR THE FIRM

25

# SKETCH OF DESCRIPTION

EXHIBIT "A"

THIS DOCUMENT IS NEITHER  
FULL NOR COMPLETE WITHOUT  
ALL SHEETS

## LEGAL DESCRIPTION

A PORTION OF TRACTS 29 AND 30 OF "FLORIDA FRUIT LANDS COMPANY'S  
SUBDIVISION No.1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE  
COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NW 1/4 OF  
SECTION 29, TOWNSHIP 52S, RANGE 40E (SAID LINE ALSO BEING THE  
CENTER LINE OF NW 107TH AVENUE) WITH THE SOUTH LINE OF TRACT 29  
OF SAID PLAT BOOK 2 AT PAGE 17 (SAID LINE BEING THE CENTER LINE  
OF N.W. 134th STREET); THENCE WITH A BEARING OF N 02°38'07" W  
ALONG SAID WEST LINE A DISTANCE OF 30.02 FEET; THENCE WITH A  
BEARING OF N 89°41'11" E ALONG A LINE PARALLEL WITH AND 30.00  
FEET NORTH OF THE CENTER LINE OF SAID N.W. 134th STREET FOR  
64.04 FEET TO THE POINT OF BEGINNING; THENCE IN A NORTHWESTERLY  
DIRECTION WITH A TANGENT CURVE TURNING TO THE RIGHT WITH A  
RADIUS OF 25.00 FEET, HAVING A CHORD BEARING OF N 46°28'28" W  
AND A CHORD DISTANCE OF 34.63 FEET, HAVING AN INTERIOR ANGLE OF  
87°40'42" FOR 38.26 FEET ALONG THE ARC OF SAID CURVE TO A POINT  
ON A LINE PARALLEL WITH AND 40.00 FEET EAST OF THE WEST LINE OF  
THE NW 1/4 OF SECTION 29, TOWNSHIP 52S, RANGE 40E; THENCE N  
02°38'07" W ALONG SAID LINE FOR 528.79 FEET; THENCE N 89°41'22"  
E FOR 164.72 FEET; THENCE IN A SOUTHERLY DIRECTION WITH A NON  
TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 199.97 FEET,  
HAVING A CHORD BEARING OF S 09°46'36" W AND A CHORD DISTANCE OF  
205.20 FEET, HAVING AN INTERIOR ANGLE OF 61°44'06" FOR 215.47  
FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE S 88°36'22"  
E FOR 58.39 FEET; THENCE S 05°21'43" W FOR 163.68 FEET;  
THENCE S 86°50'51" W FOR 29.80 FEET; THENCE S 41°50'47" W  
FOR 26.62 FEET; THENCE S 02°41'14" E FOR 47.58 FEET; THENCE S  
30°24'13" E FOR 37.45 FEET; THENCE S 02°38'07" E FOR 84.62  
FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF N.W. 134th  
STREET; THENCE S 89°41'11" W ALONG SAID LINE FOR 101.10 FEET TO  
THE POINT OF BEGINNING. CONTAINING 74281.57 SQUARE FEET OR 1.705  
ACRES MORE OR LESS.



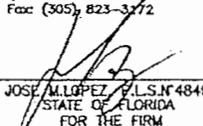
## TRI-COUNTY ENGINEERING, Inc.

ENGINEERS • ARCHITECTS • SURVEYORS & MAPPERS  
CERTIFICATES: EB-6706, AA-2777, LB-6507, FLORIDA

7729 NW 146 th st.  
Miami Lakes, Florida

Ph: (305) 823-3737  
33016 Fax: (305) 823-3772

NOTE: NOT VALID WITHOUT THE  
SIGNATURE AND ORIGINAL SEAL OF A  
FLORIDA REGISTERED SURVEYOR AND  
MAPPER

  
JOSE M. LOPEZ, P.L.S. N 4849  
STATE OF FLORIDA  
FOR THE FIRM

26