Memorandum

MIAMI-DADE COUNTY

Date: October 7, 2008

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

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

From: George M. Burgess
County Manager

Subject: Resolution Approving a Lease Agreement for a Busway Park & Ride Lot Between Miami-Dade County and Inmobiliaria Baleares, LLC. and Authorizing Execution of Same for Use of Improved Real Property Located at S.W. 112th Avenue/South Allapattah Road and the South Miami-Dade Busway in the Amount of $65,000

RECOMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution authorizing the execution of a Lease agreement in the amount of $65,000 between Miami-Dade County (County) and Inmobiliaria Baleares, LLC. (Inmobiliaria) for a Busway Park & Ride Lot for use of approximately 6.8 acres of improved real property located at S.W. 112th Avenue/South Allapattah Road and the South Miami-Dade Busway.

SCOPE

While this project is physically located within Commission District 9 and the Busway traverses Districts 7 and 8, the impact of the project benefits all public transit users and is, therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

The source of rental payment funding will be the Miami-Dade Transit (MDT) Leasing 2008-2009 operating budget in the annual amount of $65,000.00, or a monthly amount of $5,416.67, based on $11.72 per month for each of the 462 parking spaces for one (1) year. Landscape maintenance, water, sewer, electricity and security costs will be paid for by the MDT Facilities Maintenance 2008-2009 operating budget.

TRACK RECORD/MONITOR

This is the first agreement MDT has entered into with Inmobiliaria, a company formed in January 2005. This Florida limited liability company is registered active with the Florida Department of State Division of Corporations. This agreement requires Inmobiliaria to become an approved Miami-Dade County vendor and maintain active status throughout the term of the Lease.

The person responsible for monitoring the Lease agreement is Jerry Borbolla, MDT, Chief, Right of Way, Property Management & Utilities Division.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the Resolution which include authority for the County Mayor, or County Mayor's designee, to execute and terminate this agreement.

BACKGROUND

Due to the increase in ridership along the South Miami-Dade Busway (Busway) and the limited number of available parking spaces for transit patrons, MDT has been evaluating the availability of properties along the Busway corridor. The properties of interest are those which are adjacent to the Busway corridor and are suitable for Park and Ride lots. At present there are five (5) Park and Ride lots along the Busway: S.W. 152nd Street (126 spaces); S.W. 168th Street (149 spaces); S.W. 200th Street (131 spaces); S.W. 244th Street (95 spaces) and S.W. 296th Street (117 spaces). Of the current lots along the Busway, four (4) are at capacity. The Busway segment has been the only Metrobus segment that has not had any service reduction during the past several service adustments/lineups. Average weekday boardings along the Busway has averaged more than 22,000 passengers, while average weekend boardings are in excess of 25,000 passengers. In addition, parking occupancy at the southern most Metrorail stations (Dadeland South,

Dadeland North and South Miami) is almost at 100% capacity (the highest average along the entire Metrorail alignment).

Inmobiliaria approached MDT and offered to lease its existing, improved parking lot, which is currently vacant and unused. The approximately 6.8 acre site is located at S.W. 112 Avenue/ South Allapattah Road and the Busway. The property has been offered to MDT as a Lease with an option to purchase. The Lease is on an annual basis, until the County purchases it or Inmobiliaria sells or develops it. Due to current funding unavailability, MDT is unable to purchase the lot at this time. Under the terms of this Lease, the County shall have the option to purchase the improved real property at any time during the term of the Lease and would be credited the value of any improvements. However, a future purchase of the land would require Board approval.

Initially, MDT will lease the lot on an annual basis with automatic annual 12-month renewals, unless either the County or the owner cancels or terminates the Lease with 6 months advance written notice. MDT staff has assessed the lot and upon approval by the Board, can immediately repaint the parking stripes and provide for appropriate Americans with Disabilities Act (ADA) compliance. Lighting will be improved as necessary and maintained by MDT. An MDT account will be established with Florida Power and Light (FPL) for lighting and an MDT account will be established for water and sewer service. A landscape maintenance and security schedule will be established and maintained.

The rental value of $11.72 per space, agreed to by the owner, was determined by MDT staff to be fair and reasonable based upon the only existing lease with a private owner for a Busway Park and Ride Lot at S.W. 168th Street. This 150-space lot is currently under a lease agreement at a per-space cost of $18.00. In addition, there is an annual Consumer Price Index (CPI) adjustment.

This site would add 462 new spaces to the South Miami-Dade Busway Corridor. These new spaces will assist in absorbing patrons who were previously displaced from Southland Mall (50 spaces) which was vacated due to a Mall decision. In addition, this new lot will absorb overflow transit patron vehicles from MDT's Busway Park and Ride lots located at S.W. 152nd Street, S.W. 168th Street and S.W. 200th Street. The Office of Community and Economic Development (OCED) has a Transit-Oriented Development project for the 200th Street site scheduled for completion in late 2010. The project scope includes housing and a parking garage to replace the existing parking lot for transit patrons.

If approved by the Board this new Park and Ride lot will allow patrons who will be displaced from the 200th Street lot to move south approximately 2,000 feet. With the pending elimination of 131 spaces at the S.W. 200th Street, plus the prior 50 spaces at Southland Mall, the addition of these 462 new spaces results in a net of 281 additional spaces along the Busway corridor.

This lot is anticipated to be open within three weeks of Board approval, upon which time MDT will host a community grand opening and information will be made available through the County's website, 311 Call Center and usual marketing outreach/materials (i.e., press release, newspaper advertisements, pamphlets and inside the rail/bus posters).

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: October 7, 2008

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

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

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

3

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(A)
10-7-08

RESOLUTION NO. _____

RESOLUTION APPROVING A LEASE AGREEMENT FOR A BUSWAY PARK AND RIDE LOT BETWEEN MIAMI-DADE COUNTY AND INMOBILIARIA BALEARES, LLC., FOR USE OF IMPROVED REAL PROPERTY LOCATED AT S.W. 112TH AVENUE/SOUTH ALLAPATTAH ROAD AND THE SOUTH MIAMI-DADE BUSWAY IN THE AMOUNT OF $65,000 ANNUALLY; AND AUTHORIZING THE COUNTY MAYOR, OR COUNTY MAYOR'S DESIGNEE, TO EXECUTE SAME AND EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN

WHEREAS, the 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 lease agreement for Busway Park and Ride lot between Miami-Dade County and Inmobiliaria Baleares, LLC. for use of improved real property located at S.W. 112th Avenue/South Allapattah Road and the South Miami-Dade Busway in the amount of $65,000 annually; and authorizes the County Mayor, or County Mayor's designee, to execute same and exercise any and all provisions contained therein for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

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

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 7th day of October, 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.

Bruce Libhaber

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of the day of , 2008, made by and between INMOBILIARIA BALEARES, LLC, a Florida Limited Liability Company, hereinafter called "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida," through Miami-Dade Transit, its instrumentality, hereinafter called "TENANT" or "COUNTY."

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to COUNTY and COUNTY hereby agrees to lease from LANDLORD an improved, unused parking lot ("Demised Premises") of approximately 6.8 acres owned by LANDLORD as more particularly described in Article 1, "Demised Premises," Exhibit "A," Legal Description and Exhibit "B," Demised Premises Sketch.

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

ARTICLE 1
DEMISED PREMISES

A 295,293 square foot (6.779 acre) parcel of an improved, unused parking lot located north of, and adjacent to, the South Miami-Dade Busway ("Busway"), south of S.W. 203rd Terrace, north, east of a 9.7 acre retail site (Target) fronting on S.W. 113th Road and west of theoretical S.W. 112th Avenue and whose Folio Number is 30-6007-026-0020.

ARTICLE 2
USE OF DEMISED PREMISES

The Demised Premises shall be used as a Busway Park and Ride Lot by COUNTY for parking of vehicles of transit patrons who utilize Metrobus service on the South Miami-Dade Busway. Notwithstanding the foregoing, the COUNTY may use the Demised Premises for any lawful purpose which does not otherwise conflict with this Lease Agreement ("Lease").

ARTICLE 3
COMMENCEMENT

This Lease shall commence upon the effective date of the Resolution of the Board of County Commissioners ("Board") approving execution of this Lease for a Busway Park and Ride Lot at S.W. 112th Avenue which date shall be ten (10) days after Board approval unless vetoed by the Mayor ("Commencement Date"). The COUNTY'S obligation to pay rent shall begin on the Commencement Date.

ARTICLE 4
TERM OF LEASE

The initial term of this Lease shall be for one (1) year or twelve (12) consecutive months, commencing on Commencement Date ("Lease Year")

ARTICLE 5
OPTION TO RENEW

Provided this Lease is not otherwise in default, this Lease shall automatically renew for additional 12-month Lease Year periods on an annual basis unless the Lease is cancelled or terminated under Article 7.

ARTICLE 6

RENT

The consideration for this Lease for each Lease Year shall be the sum of exactly $65,000.04 annually for each Lease Year which shall be payable in one lump sum by COUNTY to LANDLORD. LANDLORD shall invoice COUNTY initially following Commencement Date and on each subsequent anniversary date thereafter throughout the term of the Lease. Invoices are to be sent to:

Miami-Dade Transit
% Chief, Right-of-Way, Utilities and Leasing
701 N.W. 1st Court, Suite 1700
Miami, FL 33136
Phone 786-469-5330
Fax 786-469-5574
E-mail "eperes@miamidade.gov"

LANDLORD must become a certified Miami-Dade County vendor through the County's department of Procurement Management and maintain current vendor status each Lease Year throughout the term of the Lease in order for LANDLORD's invoices to be paid by COUNTY's Finance Department. LANDLORD must present proof of vendor status to COUNTY annually. Rent is based upon a rate of $11.7243 for each of the 462 parking spaces located on the Demised Premises or $5,416.67 per month or $65,000.04 annually.

Parking Spaces	Approximate Rent per Space Per Month	Monthly Rent	Annual Rent
462	$11.7243	$5,416.67	$65,000.04

COUNTY shall make check payable to the following, or at such other place and to such other person as LANDLORD may from time to time designate in writing:

INMOBILIARIA BALEARES, LLC
Attention: Richard D. Lara, Esq., Agent
80 S.W. Eighth Street, Suite 2700
Miami, FL 33130
Phone: 305-603-2717
Fax: 305-377-0080
E-mail: rlara@mgtrial.net

ARTICLE 7
TERMINATION AND CANCELLATION

COUNTY, through its Mayor or his designee, or LANDLORD shall have the right to cancel or terminate this Lease at any time, without cause, by giving the other party six (6) months written notice prior to its effective date pursuant to Article 28, Notices. Neither COUNTY nor LANDLORD shall have liability for canceling or terminating this Lease. If terminated by COUNTY prior to end of Lease Year or renewal Lease Year, COUNTY is entitled to a pro-rata refund of unused period of time within ten (10) business days from effective date of termination of the Lease.

ARTICLE 8
OPTION TO PURCHASE

LANDLORD agrees that COUNTY shall have the option to purchase the Demised Premises including all improvements at any time during the term of this Lease. LANDLORD may make COUNTY an offer to purchase at any time during the term of this Lease. COUNTY may accept, negotiate or decline said offer. If COUNTY accepts LANDLORD's offer, both parties shall enter into a purchase agreement. If COUNTY does not accept LANDLORD's offer

and is unable to negotiate a mutually-agreed upon value, the COUNTY shall, at its sole cost and expense, have the Demised Premises appraised based on the value of the land as improved less COUNTY's improvements made after the date of Commencement under this Lease. COUNTY shall secure an appraisal and have the appraisal reviewed using the COUNTY's standard appraiser selection process using two (2) independent County-approved real property appraisers.

ARTICLE 9
CONDITION OF DEMISED PREMISES

LANDLORD, at its own expense, shall cause the Demised Premises to be in a state of good repair and suitable for use by COUNTY upon Commencement Date of this Lease.

ARTICLE 10
UTILITIES

COUNTY, during the term hereof, shall establish an account with Florida Power and Light Company ("FPL") for the Demised Premises and shall pay all charges for same. COUNTY shall pay all charges for water and waste disposal services used by COUNTY on or at the Demised Premises.

ARTICLE 11
MAINTENANCE

During the term of this Lease or any renewal thereof, COUNTY shall be responsible for maintaining same in a clean and sightly condition, free of debris and refuse.

(intentionally left blank)

ARTICLE 12
SECURITY

COUNTY shall be responsible for providing security, if any, at the Demised Premises throughout the Term of the Lease.

ARTICLE 13
TAXES

LANDLORD shall be solely responsible to pay or cause to be paid any and all ad valorem taxes and special taxing district taxes and any and all other taxes imposed upon the Demised Premises.

ARTICLE 14
HAZARDOUS WASTE OR CONTAMINATION

LANDLORD shall provide written proof to COUNTY that the Demised Premises is free and clear of any and all hazardous waste or contamination as defined by the Environmental Protection Agency ("EPA") before Commencement of this Lease.

ARTICLE 15
CONSTRUCTION AND ALTERATIONS

LANDLORD agrees, understands and approves that COUNTY shall make improvements in or to the Demised Premises consisting of, more or less, pavement striping, painting of parking space numbers, ADA accommodations including concrete pedestrian access walkways to the Busway, etc. All improvements shall be and remain a part of the Demised Premises at the expiration, cancellation or termination of this Lease.

ARTICLE 16
SIGNS

LANDLORD agrees that COUNTY may erect directional and informational parking lot signs which will be of the design and form used by COUNTY in its transit-wide parking program, the cost of which shall be borne by COUNTY. All signs shall be removed by COUNTY at its expense upon the expiration, cancellation or termination of this Lease.

ARTICLE 17
A.D.A.

COUNTY and LANDLORD understand, recognize and warrant that the Demised Premises to be used by COUNTY to the best of their knowledge shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended. COUNTY and LANDLORD further warrant that the Demised Premises and access thereto, including but not limited to the South Miami-Dade Busway, entryways to street(s) and accessible parking provided for under this Lease shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. COUNTY and LANDLORD covenant and agree that the Demised Premises and access thereto shall at all times be maintained in accordance with those requirements at COUNTY's cost and expense.

ARTICLE 18
DESTRUCTION OF PREMISES

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenantable or unfit for the purpose of COUNTY, LANDLORD shall have ninety (90) days to make premises tenantable, otherwise either party may cancel this Lease by the giving of written notice

to the other; however, if neither party shall exercise the foregoing right of cancellation within ninety (90) days after the date of such destruction or damage, LANDLORD shall cause the Demised Premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, COUNTY shall be liable for rents only until the date of such fire, windstorm or other casualty. In the event of partial destruction which shall not render the Demised Premises wholly untenantable, the rent shall be proportionately abated in accordance with the extent to which COUNTY shall be deprived of use and occupancy. COUNTY shall not be liable for rent during such period of time as the premises shall be totally untenantable by reason of fire, windstorm or other casualty.

ARTICLE 19
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE 20
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter Demised Premises at any time. Notwithstanding, LANDLORD shall not interfere with COUNTY's use of Demised Premises.

ARTICLE 21
LIABILITY FOR DAMAGE OR INJURY

COUNTY shall not be liable for any damage or injury which may be sustained by any

party or person on the Demised Premises other than the damage or injury caused by the negligence or intentional acts of COUNTY, its agents, representatives, employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 22
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease, LANDLORD agrees that COUNTY shall and may peaceably have, hold, and enjoy the Demised Premises, without hindrance or molestation by LANDLORD.

ARTICLE 23
SURRENDER OF DEMISED PREMISES

COUNTY agrees to surrender to LANDLORD at the end of the term of this Lease, or any extension thereof, said leased Demised Premises in as good condition as said premises were at the beginning of the term of this Lease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE 24
INDEMNIFICATION AND HOLD HARMLESS

COUNTY does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the COUNTY. However,

nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE 25
ASSIGNMENT BY TENANT

COUNTY shall not assign, transfer, mortgage, pledge or dispose of this Lease or the term hereof, without the prior written consent of LANDLORD, which shall not be unreasonably withheld. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD.

ARTICLE 26
ASSIGNMENT BY LANDLORD

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

LANDLORD's successor by acceptance of rent from COUNTY hereunder shall become liable and responsible to COUNTY in respect to all obligations of the LANDLORD under this Lease.

ARTICLE 27
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties 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.

ARTICLE 28
NOTICES

It is understood and agreed between the parties hereto that written notices addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows shall constitute sufficient notice to COUNTY, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated below, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

LANDLORD:
Inmobiliaria Baleares, LLC (FEI 20-2181394)
Attention: Richard D. Lara, Esq., Agent
80 S.W. Eighth Street, Suite 2700
Miami, Fl. 33130

TENANT:

Miami-Dade County

Miami-Dade Transit

Chief, Right-of-Way, Utilities and Leasing

701 N.W. 1st Court, Suite 1700

Miami, Fl 33136

ARTICLE 29
HOLDOVER

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

ARTICLE 30
AMENDMENT

All amendments to this Lease must be in writing and signed by LANDLORD prior to submittal to the Board for approval.

(intentionally left blank)

ARTICLE 31
WRITTEN AGREEMENT

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed and sealed by LANDLORD and approved by Resolution by the Board.

(intentionally left blank; signatures on next page)

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

(CORPORATE SEAL)

INMOBILIARIA BALEARES

WITNESS:

Signature

Name: Jose Rivera

LANDLORD:

INMOBILIARIA BALEARES, LLC
a Florida limited liability company

By: _____
(Authorized Signature)

As its Officer: PRESIDENT

Name Eric REYES

Date 8-26-08

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

TENANT:

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

By: _____
Carlos Alvarez
County Mayor

Date _____

Approved by County Attorney as to
form and legal sufficiency _____

(Notary for LANDLORD on next page)

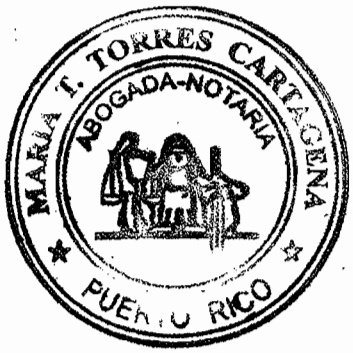
COMMONWEALTH OF PUERTO RICO)
)
affidavit Number: 3209)

The foregoing instrument was acknowledged before me this 26 day of august, 2008, by Eric Reyes-Colón, as authorized signatory on behalf of **INMOBILIARIA BALEARES, LLC**, a Florida limited liability company.

Personally Known X

Produced Identification _____

Type of Identification Produced _____



María T. Torres Cartagena
Print or Stamp Name
Notary Public

Commission No. permanent

My Commission Expires: permanent

Notary Seal

EXHIBIT "A"

LEGAL DESCRIPTION

Folio No. 30-6007-026-0020

Legal Description:

Tract "B" of CUTLER RIDGE CROSSINGS

PLAT BOOK 148 PAGE 90

Tentative Plat No. T-18294

Lot Size 295,293 square feet or 6.779 Acres M/L

Formerly Under Folios 30-6007-000-0324, -0642, -0643 and 30-6007-023-0010

EXHIBIT "B"

DEMISED PREMISES SKETCH

Property Appraiser On-Line Folio 30-6007-026-0020

22

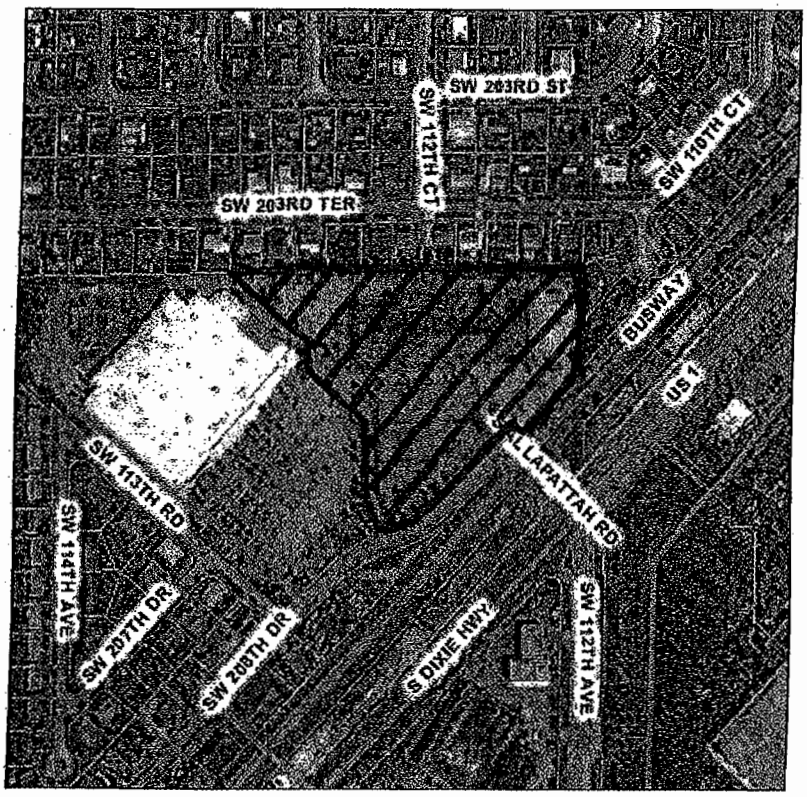
EXHIBIT "B"

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Digital Orthophotography - 2007 0 185 ft

This map was created on 6/25/2008 10:22:35 AM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.

Close

Summary Details:

Folio No.:	30-6007-026-0020
Property:	
Mailing Address:	INMOBILIARIA BALEARES LLC 80 SW 8 ST #2700 MIAMI FL 33130-3023

Property Information:

Primary Zone:	6400 COMMERCIAL, MEDIUM INTENSITY
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	295,293 SQ FT
Year Built:	0
Legal Description:	CUTLER RIDGE CROSSINGS PB 148-90 T-18294 TR B LOT SIZE 6.779 AC M/L FAU 30-6007-000-0324 -0642-0643 & 30-6007-023-0010

Sale Information:

Sale O/R:	23103-2502
Sale Date:	2/2005
Sale Amount:	$4,800,000

Assessment Information:

Year:	2007	2006
Land Value:	$4,724,688	$4,134,102
Building Value:	$0	$0
Market Value:	$4,724,688	$4,134,102
Assessed Value:	$4,724,688	$4,134,102
Total Exemptions:	$0	$0
Taxable Value:	$4,724,688	$4,134,102

23

EXHIBIT "C"

FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS ONLINE

(SUNBIZ.ORG)

LANDLORD

24

EXHIBIT "C" (1)

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

INMOBILIARIA BALEARES, LLC

Filing Information

Document Number	L05000003331
FEI Number	202181394
Date Filed	01/11/2005
State	FL
Status	ACTIVE
Effective Date	01/12/2005
Last Event	CANCEL ADM DISS/REV
Event Date Filed	07/02/2008
Event Effective Date	NONE

Principal Address

80 SW EIGHTH ST.
SUITE 2700
MIAMI FL 33130

Mailing Address

80 SW EIGHTH ST.
SUITE 2700
MIAMI FL 33130

Registered Agent Name & Address

LARA, RICHARD D ESQ.
80 SW EIGHTH ST.
SUITE 2700
MIAMI, FL 33130 US

Manager/Member Detail

Name & Address

Title MGR

REYES, ERIC
80 SW EIGHTH ST., SUITE 2700
MIAMI FL 33130

25

EXHIBIT "C" (2)

Annual Reports

Report Year	Filed Date
2006	07/05/2006
2007	07/02/2008
2008	07/02/2008

Document Images

07/02/2008 -- REINSTATEMENT View image in PDF format

07/05/2006 -- ANNUAL REPORT View image in PDF format

01/11/2005 -- Florida Limited Liability View image in PDF format

Note: This is not official record. See documents if question or conflict.

Previous on List Next on List Return To List

Events No Name History Entity Name

Home Contact us Document Searches E-Filing Services Forms Help
Copyright and Privacy Policies
Copyright © 2007 State of Florida, Department of State.

26