Memorandum

MIAMI-DADE COUNTY

Date: March 3, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

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

From: George M. Burgess
County Manager

Subject: Lease Agreement at 13810 N.E. 5 Avenue, 13850 N.E. 5 Avenue, and 13890 N.E. 5 Avenue, North Miami, for the Miami-Dade Fire Rescue Department
Property # 2219-00-00

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the execution of a Lease Agreement located at 13810 N.E. 5 Avenue, 13850 N.E. 5 Avenue and 13890 N.E. 5 Avenue, North Miami, for $1.00 per year, with the North Miami Community Redevelopment Agency for premises to be utilized for the construction and operation of the Miami-Dade Fire Rescue North Miami Station Number 18. The attached Lease Agreement has been prepared by the General Services Administration at the request of the Miami-Dade Fire Rescue Department.

PROPERTY:	13810 N.E. 5 Avenue, North Miami 13850 N.E. 5 Avenue, North Miami 13890 N.E. 5 Avenue, North Miami
COMMISSION DISTRICT:	2
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	The North Miami Community Redevelopment Agency, a public body corporate and politic, is the current owner of the property. However, after the twenty-third year of the lease agreement the property will be owned by the City of North Miami, a political subdivision of the State of Florida, pursuant to an interlocal agreement between the City of North Miami, the North Miami Redevelopment Agency and Miami-Dade County. For this reason, the City of North Miami has signed a joinder, which is attached to the lease agreement.
COMPANY PRINCIPALS:	Chairman: Kevin Burns Executive Director: Tony E. Crapp, Sr. Board Members Jacques Despinosse Michael Blynn Marie Erlande Steril Scott Galvin
OWNER'S TRACK RECORD:	The County has no record of negative performance issues with the North Miami Community Redevelopment Agency.

USE:	The Miami-Dade Fire Rescue Department plans to build and operate Fire Station No. 18 on the 28,764 square foot property. The planned two-story fire-rescue station will be approximately 10,000 square feet in size and will contain three bays.
JUSTIFICATION:	There has been tremendous growth in the North Miami area which has resulted in the need for an additional fire rescue station to service the area. The parcel is large enough to allow the construction of a 10,000 square foot facility, with adequate visitor and staff parking, along with the required landscaping and open space. The new station will have the capacity to accommodate a total of 12 firefighters and/or paramedic staff.
LEASE TERM:	Thirty years with two additional thirty-year renewal option periods and one additional nine-year renewal option period.
EFFECTIVE DATES:	Commencing upon the effective date of the resolution of the Board of County Commissioners approving this lease agreement and terminating thirty years thereafter.
RENTAL RATE:	The annual rent shall be $1.00 per year, payable in advance for the thirty-year term upon execution of this lease agreement.
FINANCIAL IMPACT:	The total financial impact to the Miami-Dade Fire Rescue Department for the first lease year will be $30.00.
LEASE CONDITIONS:	The County is responsible for all improvements and construction of the facility. The County is responsible for the installation and maintenance of all utilities and communication services, equipment, roof, custodial care of property, HVAC system, and trash disposal, janitorial and custodial services.
CANCELLATION PROVISIONS:	The County may cancel at any time by giving Landlord 240 days prior written notice.
FUNDING SOURCE:	This fire station is in the current Capital Improvement Plan and will be funded through future financing.
COMMENTS:	The construction of the facility is estimated to cost $3,350,000.00. The design phase of the project will commence following approval of the lease agreement, with completion of construction projected for 2012. There are currently three structures on the property that must be demolished. The total demolition cost is estimated to be $150,000.00, which includes permits and asbestos inspections.

MONITOR: Jane Marie Hundertmark, Real Estate Officer

DELEGATED AUTHORITY: Authorizes the County Mayor or County Mayor's designee to execute the lease agreement, exercise the cancellation provision and the two additional thirty-year renewal option periods and the one additional nine-year renewal option period.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 3, 2009

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

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

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 Mayor'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)(B)
3-3-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 13810 N.E. 5 AVENUE, 13850 N.E. 5 AVENUE, AND 13890 N.E. 5 AVENUE, NORTH MIAMI, WITH NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, FOR PREMISES TO BE UTILIZED BY THE MIAMI-DADE FIRE RESCUE DEPARTMENT TO CONSTRUCT AND OPERATE FIRE RESCUE STATION NUMBER 18 WITH TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED $99.00 FOR THE TERM OF THE LEASE INCLUDING OPTION RENEWAL TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement between North Miami Community Redevelopment Agency, a public body corporate and politic, for premises to be utilized by the Miami-Dade Fire Rescue Department to construct and operate Fire Rescue Station Number 18, with a total fiscal impact to Miami-Dade County not to exceed $99.00 for the term of the lease including optional renewal term, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or County Mayor's 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
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 March, 2009. 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.

Shannon D. Summerset

LEASE AGREEMENT

This AGREEMENT made on the day of , by and between the NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, hereinafter referred to as the "LANDLORD," for the first twenty-three (23) years of the Lease Agreement, thereafter reverts to the CITY OF NORTH MIAMI, political subdivision of the State of Florida, hereinafter referred to as the "LANDLORD" and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT," subject to the same terms and conditions of the Lease Agreement.

WITNESSETH:

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

> 13810 NE 5th Avenue & 13850 NE 5th Avenue & 13890 NE 5th Avenue; North Miami, said portion is more particularly described and shown in Exhibit "A-1, A-2, A-3", attached hereto and made a part hereof more particularly described and shown in Exhibit "B" which shall also include any and all improvements constructed and/as placed and installed on, below or over the demised premises by TENANT

TO HAVE AND TO HOLD unto the said TENANT for a term of thirty (30) years, commencing on the effective date of the resolution of the Board of County Commissioners approving this Lease Agreement (the "Lease Commencement Date") , and terminating thirty (30) years thereafter, for and at a total rental of One Dollar and 00/100 ($1.00) per year term, payable in advance on the first day of the thirty-year term, beginning on the Lease Commencement Date, without demand at the North Miami Community Redevelopment Agency, 615 NE 124th Street, North Miami, Florida, 33161, 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:

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT for the construction, operation and maintenance of the Miami-Dade Fire Rescue North Miami Station Number 18 and for the performance of work incidental thereto, which will necessarily entail services performed for the general public. TENANT shall, at its own costs and expense,. be responsible for complying with all applicable Laws and obtaining all required documentation, including but not limited to a Certificate of Use/Occupancy, all zoning and other approvals required to use the demised premises for these purposes in accordance with the Lease Agreement.

ARTICLE II
CONDITION OF DEMISED PREMISES

LANDLORD hereby covenants it is the fee simple owner of the demised premises, free and clear of any mortgage or other lien and that the LANDLORD shall not mortgage nor suffer a lien to be attached to said demised premises during the entire term, including renewals of this Lease Agreement. TENANT hereby accepts the demised premises in "as is" condition with all faults and defects whatsoever. LANDLORD makes no representations or warranties, express or implied, of any nature whatsoever with respect to the demised premises. LANDLORD shall not be required to make any alterations, repairs or improvements of any kind to prepare the demised premises for TENANT use.

ARTICLE III
UTILITIES

TENANT, during the term hereof, shall pay all charges for all utilities such as water, waste disposal, and electricity used by TENANT. TENANT hereby acknowledges that LANDLORD shall not be required to furnish any types of these services to TENANT during the lease term. Interruptions, delays or failure of TENANT to receive or procure any of the foregoing services or utilities shall not be chargeable to LANDLORD under any circumstances, except where the interruption, delay or failure is caused by the LANDLORD.

ARTICLE IV
MAINTENANCE

TENANT shall, at all times, maintain the demised premises in good order and repair and in clean condition, at its own expense during the term of the Lease Agreement. TENANT shall also provide and pay for when due, all costs incurred in TENANT'S use and occupancy of the demised premises, including but not limited to operating, cleaning, equipping, protecting and lighting the demised premises. TENANT acknowledges and agrees that LANDLORD shall not be required to conduct any maintenance, repairs, improvements, replacements or restoration to the demised premises during the Lease term. TENANT shall maintain, repair and replace as necessary the structural components of the facility including, but not limited to the roof, walls, foundation, and building systems, and the exterior grounds servicing the facility. Exterior maintenance shall include, without limitation, the landscaping, cutting, pruning and similar maintenance of all foliage; routine and non-routine maintenance of parking areas, exterior areas (including cleaning, painting, striping, paving and repairs) shall be performed by the TENANT, at its sole cost and expense. In the event that TENANT fails to perform repairs and maintenance as aforesaid LANDLORD shall have the right, but not the obligation following written notice to TENANT (except in the case of emergency) to perform such repairs and maintenance and TENANT shall reimburse LANDLORD for the reasonable costs and expenses thereof within sixty (60) days after written demand thereof.

ARTICLE V
ALTERATIONS BY TENANT

Following the initial construction of the facility (defined below), TENANT may not make any alterations, additions, or improvements in or to the demised premises without the written consent of LANDLORD, such consent not to be unreasonably withheld. All immoveable additions, fixtures, or improvements installed by TENANT within the demised premises shall remain LANDLORD'S property and/or may be removed by TENANT at LANDLORD'S request, upon the expiration of the Lease Agreement or any renewal or cancellation thereof. Subject to the above, any removable partitions installed by TENANT within the demised premises, as well as personal property, shall remain TENANT'S property and may be removed by TENANT at any time. All improvements must be completed at TENANT'S own

expense in accordance with all applicable Federal, State and Local laws ("laws").

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the demised premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be entitled to any cancellation payment as set forth in Article XVII, "Cancellation."

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE VIII
ANTENNAS, CABLE AND SIGN INSTALLATIONS

TENANT may install antennas, cable lines, and/or satellite dishes as may be necessary for the performance of its work. All installations will be in accordance with laws and regulations of the Federal, State, County, and City Government. Exterior signs must be in accordance with City and County ordinances and regulations. The cost of creating, erecting, installing and removing the signs shall be paid by TENANT. TENANT shall remove all signs at termination of this Lease Agreement and any damage or unsightly condition caused to the demised premises because of or due to said signs shall be satisfactorily corrected.

ARTICLE IX
LIABILITY FOR DAMAGE OR INJURY

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

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of LANDLORD.

ARTICLE X
CONSTRUCTION

TENANT hereby agrees to design, construct, and operate on the land (a) a building consisting of a fire rescue facility; (b) a surface parking lot; and (c) such other improvements TENANT deems necessary and appropriate for the operation and maintenance of the fire rescue facility including, but not limited to, driveways, sidewalks, lighting and signage (collectively, the "facility").

TENANT shall be solely responsible for the cost associated with the design and construction of the facility. TENANT shall work with all reasonable diligence to complete design and construction of the facility. Once commenced, construction of the facility shall not be ceased or unreasonably delayed except as otherwise permitted by this Lease Agreement.

TENANT shall require that its construction contractor obtain a performance and payment bond in a form required by Section 255.05, Florida Statutes, bonding at least one hundred percent (100%) of the cost of construction of the facility. TENANT agrees to follow all applicable competitive selection requirements for each architect, engineer and contractor entering into a contract with TENANT for the design and construction of the facility.

TENANT shall not allow any contractor to commence work on the design or construction of the facility until such architect, engineer, or contractor has provided TENANT with evidence of

insurance coverage consistent with customary tenant requirements and also naming the LANDLORD and the CITY as additional insured's, including a payment and performance bond in the form prescribed by the TENANT, complying with Section 255.05, Florida Statutes, in at least the amount of one hundred percent (100) for the cost of construction.

TENANT acknowledges that the facility is located adjacent to the LANDLORD'S housing project known as Pioneer Gardens at North Miami ("Pioneer Gardens") and the exterior aesthetic design features of the facility are material matters to the LANDLORD. TENANT agrees to coordinate exterior aesthetic design features of the facility with the LANDLORD so that such are consistent with Pioneer Gardens to the extent reasonably feasible, provided that in no event shall this provision require TENANT to expend any funds in excess of the TENANT'S budgeted amount nor shall TENANT be required to take any action which would result in an delay of design or construction of the facility.

Prior to the commencement of any construction of the Facility, TENANT shall submit to the LANDLORD for its review and approval a conceptual plan showing the proposed Facility (the "Conceptual Plan"), which approval shall not be unreasonably withheld, delayed or conditioned. LANDLORD's approval of the Conceptual Plan shall be limited to the requirements and criteria set forth in this Lease such as the aesthetic design feature of the facility. Following approval of the Conceptual Plan TENANT shall submit to the LANDLORD for review with the Conceptual Plan only, all plans and specifications for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to the facility. The approval by the LANDLORD of the Conceptual Plan and any plans specifications, site plans, designs or other documents submitted to the LANDLORD pursuant to the terms and conditions of this Agreement shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, and/or (b) the approval of the City, it being expressly understood that TENANT

is subject to all applicable ordinances, rules, regulations and procedures of the City with respect to the design and construction of the facility.

TENANT may make permitted changes without the LANDLORD'S approval. A "permitted" change shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) a change required by the failure of the approved plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of the facility; and (iv) a change which is made to correct inconsistencies in various plans and specifications.

TENANT shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the land for the design, construction and operation of the facility including but not limited to Department and Division offices of the State, Miami-Dade County (the "County") , the City of North Miami and the Federal Government.

The facility and all improvements constructed or installed by TENANT, its agents, or contractors, shall conform to all applicable State, Federal, County, and/or City statutes, ordinances, building codes, fire codes, and rules and regulations, as amended including, but not limited to, the City's land development code and Florida Building Code. The TENANT acknowledges and agrees that any development and use of the facility shall be subject to, and conform with, the comprehensive plan and all zoning and land use regulations of the City, as such may be amended or superseded from time to time, and in effect at the time application for development of the facility by TENANT, including the payment of impact, concurrency, permit and application fees and building permit fees, applicable to or exempt from.

Within one hundred twenty (120) days after the date a certificate of occupancy or use, as applicable is issued for the facility, TENANT shall at its expense, provide the LANDLORD with a complete set of "as built" plans and specifications, including Mylar reproducible "record" drawings, and, if available, one

set of machine readable disks containing electronic data in an AutoCAD format of the "as constructed" or "record" plans for the facility.

The TENANT shall adhere to the requirements of Miami Dade County Implementing Order 8-8 (Resolution #1309-07) on Green Buildings and construct the subject project consistent with the United States Green Building Council (USGBC) Leader in Environmental and Energy Design LEED-NC Rating System to a Silver certification or higher. The parties agree that there will be no exemption, modification or substitution of standard that would exempt the project from achieving the LEED silver or higher level rating under the LEED-NC Rating System.

ARTICLE XI
PEACEFUL POSSESSION

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

ARTICLE XII
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said demised premises in as good condition. LANDLORD shall own the facility and/or any other improvements located on, under or above the land at the time of the expiration or earlier termination of this Lease Agreement and TENANT agrees to execute any documentation reasonably requested by LANDLORD to effectuate the foregoing including a County Deed.

ARTICLE XIII
INDEMNIFICATION AND HOLD HARMLESS

LANDLORD shall have no liability whatsoever for any property damage or personal injury

resulting from TENANT'S use and occupancy of the demised premises or the exercise by TENANT of its rights and obligations under this Lease Agreement except in the event that such property damage or personal injury is caused by the gross negligence or willful misconduct of the LANDLORD.

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, as may be amended from time to time, from any and all personal injury or property damage claims, liabilities, losses or cause of action which may arise as a result of the sole negligence of the TENANT. However, TENANT will not indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD, LANDLORD'S agents or employees, or third parties.

ARTICLE XIV
SUCCESSORS IN INTEREST

This Lease Agreement is neither assignable nor transferable by either party in whole or in part without the written consent of the other. Notwithstanding the foregoing, the parties acknowledge that, pursuant to its enabling legislation, LANDLORD shall only remain in existence until June 2035, or its earlier termination, at which time the City of North Miami ("CITY") shall succeed to the obligations of the LANDLORD. 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 CITY.

ARTICLE XV
NON-DISTURBANCE

LANDLORD covenants that there are no ground or underlying leases, mortgages or other encumbrances on, against or covering the demised premises. During the term of this Lease Agreement, including any renewal thereof, LANDLORD covenants and agrees it will not sell, convey nor transfer the demised premises to a third party, unless subject to this Lease Agreement.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT through its County Mayor or

his designee, is hereby granted the option per written notice to LANDLORD no more than one (1) year in advance of the end of the current term extend this Lease Agreement for two (2) additional thirty-year renewal option periods, followed by a third nine-year (9) year renewal option period upon the same terms and conditions. During any such renewal option period, the terms and conditions of the Lease Agreement shall continue to apply. If TENANT fails to exercise its option to renew as aforesaid within the required time frame, all such options shall be null and void and this Lease Agreement shall terminate at the end of the current term.

ARTICLE XVII
CANCELLATION

TENANT, through its County Mayor or his designee, shall have the right to cancel this Lease Agreement at any time by giving LANDLORD at least two hundred forty days (240) written notice prior to its effective date.

ARTICLE XVIII
THIRD PARTY BENEFICIARIES

Neither LANDLORD nor TENANT intends to directly or substantially benefit a third party by this Lease Agreement. Therefore, the parties agree that there are no third party beneficiaries of this Lease Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Lease Agreement. The parties expressly acknowledge that it is not the intent to create any rights or obligations in any third person or entity under the Lease Agreement.

ARTICLE XIX
SPECIAL CONDITION

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

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

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

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

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

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

(7) Recording – This Lease shall not be recorded.

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

(8.1) Builder's Risk Insurance – During construction of the Improvements and prior to the issuance of a certificate of occupancy or completion for the Improvements, City and/or its designee, at their own expense, shall maintain in effect builder's risk insurance for the Property in an amount of not

less than one hundred percent (100%) of full replacement cost. Builder's risk insurance shall insure against all risks.

(8.2) Hazard Insurance – County shall provide City with a copy of this insurance policy prior to the issuance of a certificate of occupancy or completion for the Improvement and add this property to its master property program.

(9) Setback requirements for the facility are based on the site being part of the City's PUD standards.

ARTICLE XX
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by either (a) certified or registered mail, return receipt requested, first class, postage prepaid, (b) and or hand delivery, (c) nationally recognized overnight carrier service and addressed as follows:

TENANT:

General Services Administration
Facilities and Utilities Management Division
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128

LANDLORD:

North Miami Community
Redevelopment Agency
Real Estate Section
615 N.E. 124TH Street
North Miami, Florida 33161
Attn: Tony E. Crapp, Sr.
Executive Director

WITH CC TO:

Miami-Dade County Fire Rescue Department
c/o Planning Section
9300 NW 41 Street
Doral, Florida 33178

WITH CC TO:

Gray Robinson, P.A.
401 East Las Olas Boulevard
Suite 1850
Fort Lauderdale, Florida 33301
Attn: Steven W. Zelkowitz, Esq.

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

ARTICLE XXI
INSPECTIONS/HAZARDOUS MATERIALS AND ENVIRONMENTAL POLLUTION

The LANDLORD shall provide 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 TENANT is unable or unwilling to accept, TENANT may elect to terminate this lease Agreement by giving LANDLORD written notice prior to the expiration, whereupon both LANDLORD and TENANT shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless LANDLORD in LANDLORD'S sole discretion elects in writing to remediate the environmental contamination to TENANT'S satisfaction. If LANDLORD is unwilling to remediate to TENANT'S satisfaction, TENANT may elect to proceed at TENANT'S option, such option to be exercised in writing within fifteen (15) days of LANDLORD'S notice to TENANT that LANDLORD is unable or unwilling to remediate. If TENANT does not waive such remediation, this Lease Agreement 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, TENANT or LANDLORD may elect to terminate this Lease Agreement within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both TENANT and LANDLORD shall be released from all further obligations hereunder, except those which expressly survive the termination hereof.

Should TENANT and LANDLORD elect not to terminate this Lease Agreement, LANDLORD shall, at LANDLORD'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.

ARTICLE XXII
WAIVER OF LANDLORD'S LIEN

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

ARTICLE XXIII
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT'S or LANDLORD'S control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause,

whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD

ARTICLE XXIV
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, which remains uncured beyond the cure period the TENANT may at any time terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXV
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT's rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by

LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXVI
DEFAULT OF TENANT

If TENANT shall fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT, following written notice to LANDLORD that the failure cannot be cured within such (30) day period,shall commence and be diligently attempting to cure such failure to perform and other conditions, covenants, or agreements, the time to cure, but no longer than ninety (90) days under any circumstance, then LANDLORD may terminate this Lease Agreement and/ or proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, except for personal property of TENANT as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXVII
GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXVIII
RADON GAS DISCLOSURE

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

ARTICLE XXIX
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month.

ARTICLE XXX
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.

ATTEST:

Frank Wolland, City Clerk

LANDLORD

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY

By:_____
Kevin A. Burns, Chairman

By:_____
Tony E. Crapp, Sr., Executive Director

Dated:_____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
CRA Attorney

ATTEST:

By:_____

TENANT

MIAMI-DADE COUNTY

By:_____
Carlos Alvarez
Mayor

Dated:_____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
County Attorney

JOINDER

The City of North Miami ("City") hereby joins in the attached Lease Agreement by and between the North Miami Community Redevelopment Agency ("Landlord") and Miami-Dade County ("Tenant") and the City hereby agrees to be bound by the terms of the Lease Agreement pursuant to Article XIV hereof which provides that, upon termination of the North Miami Community Redevelopment Agency, the City shall succeed to the obligations of the Landlord at which time all covenants, conditions, agreements and undertakings contained in this Lease Agreement shall extend to and be binding on the City. The City's joinder to the Lease Agreement is conditioned upon the City being provided all notices to Landlord (during both the periods in which the North Miami Community Redevelopment Agency is the Landlord and thereafter when the City is the Landlord) as set forth in Article XX at the following address: City of North Miami, 776 N.E. 125th Street, North Miami, Florida 33161, Attention: City Manager and City Attorney; Telephone (305) 893-6511; Facsimile: (305) 893-1367 or such other specified by the City by notice to the Tenant

CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

By:_____ Acting for CP.
Clarance Patterson, City Manager

ATTEST:

By:_____
Deputy for Frank Wolland, City Clerk

Approved as to form and legal sufficiency

By:_____
V. Lynn Whitfield, Esq., City Attorney

329438 v1

CFN 2007R0144232
OR Bk 25254 Pgs 2939 - 2941; (3pgs)
RECORDED 02/09/2007 14:12:48
DEED DOC TAX 1,950.00
SURTAX 1,462.50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

EXHIBIT A-1

This instrument prepared by
and after recording return to:

Steven W. Zelkowitz, Esq.
GrayRobinson, P.A.
401 East Las Olas Boulevard
Suite 1850
Fort Lauderdale, FL 33301

Tax Folio Identification No: 06-2219-032-0030

WARRANTY DEED

THIS WARRANTY DEED is made and executed this 30th day of January, 2007, by **JOZELE BIEN-AIME, a married woman and NELTA TASSY a/k/a NELTA BIEN-AIME, a single woman,** (collectively, the "Grantor"), whose mailing address is 310 N.W. 186th Street, Miami Gardens, Florida 33169 and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a body public and corporate** (the "Grantee"), whose mailing address is 615 N.E. 124th Street, North Miami, Florida 33161.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Miami-Dade County, Florida, and more particularly described as:

Lot 3, of HYSTAN SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 66, Page 77, of the Public Records of Miami-Dade County, Florida.

SUBJECT TO:

1. All easements, conditions, covenants, restrictions, reservations, limitations and agreements of record, provided that this instrument shall not reimpose same.

2. Real estate taxes for the year 2007 and all subsequent years.

3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

Jozele Bien-Aime herein warrants and represents that neither she nor her spouse resides upon said property and that said property is not homestead property or contiguous to her homestead property as such is defined under Florida Constitution 1968, Article X, Section 4.

CFN 2008R0349929
OR Bk 26350 Pgs 3225 - 3226; (2pgs)
RECORDED 04/29/2008 13:19:08
DEED DOC TAX 2,100.00
SURTAX 1,575.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

EXHIBIT A-2

This instrument prepared by
and after recording return to:

Steven W. Zelkowitz, Esq.
GrayRobinson, P.A.
401 East Las Olas Boulevard
Suite 1850
Fort Lauderdale, FL 33301

Tax Folio Identification No: 06-2219-032-0020

WARRANTY DEED

THIS WARRANTY DEED is made and executed this 25th day of April, 2008, by **RUBY A. EDWARDS, a single woman** (the "Grantor"), whose mailing address is 13850 N.E. 5th Avenue, North Miami, Florida 33161 and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a body public and corporate** (the "Grantee"), whose mailing address is 615 N.E. 124th Street, North Miami, Florida 33161.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Miami-Dade County, Florida, and more particularly described as:

Lot 2, of HYSTAN SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 66, Page 77, of the Public Records of Miami-Dade County, Florida.

SUBJECT TO:

1. All easements, conditions, covenants, restrictions, reservations, limitations and agreements of record, provided that this instrument shall not reimpose same.

2. Real estate taxes for the year 2008 and all subsequent years.

3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

EXHIBIT A-3

CFN 2008R0260572
OR Bk 26296 Pgs 3833 - 3834; (2pgs)
RECORDED 03/31/2008 11:02:48
DEED DOC TAX 1,560.00
SURTAX 1,170.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by:

Ahiza Hernandez Johnson P.A.
5701 Sheridan Street
Hollywood, FL 33021

Return to:
Attorney for Grantee
GrayRobinson PA
401 E. Las Olas Blvd., Suite 1850
Fort Lauderdale, FL 33301

Parcel Identification No. **06-2219-032-0010**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **27th** day of **March, 2008** between **Mary P. Robbins, a/k/a Mary F. Robbins, a widow and surviving spouse of Fred Robbins, deceased** whose post office address is **360 NE 129 Street, Miami, FL 33161** of the County of **Miami-Dade**, State of **Florida**, grantor*, and **North Miami Community Redevelopment Agency** whose post office address is 615 NE 124 Street, North Miami, Florida 33161 of the County of Miami-Dade, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County**, **Florida**, to-wit:

Lot 1, of HYSTAN SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 66, Page 77, of the Public Records of Miami-Dade County, Florida.

Street address: 13890 NE 5 Avenue, Miami, FL 33161

Folio Number: 06-2219-032-0010

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Karla Gonzalez

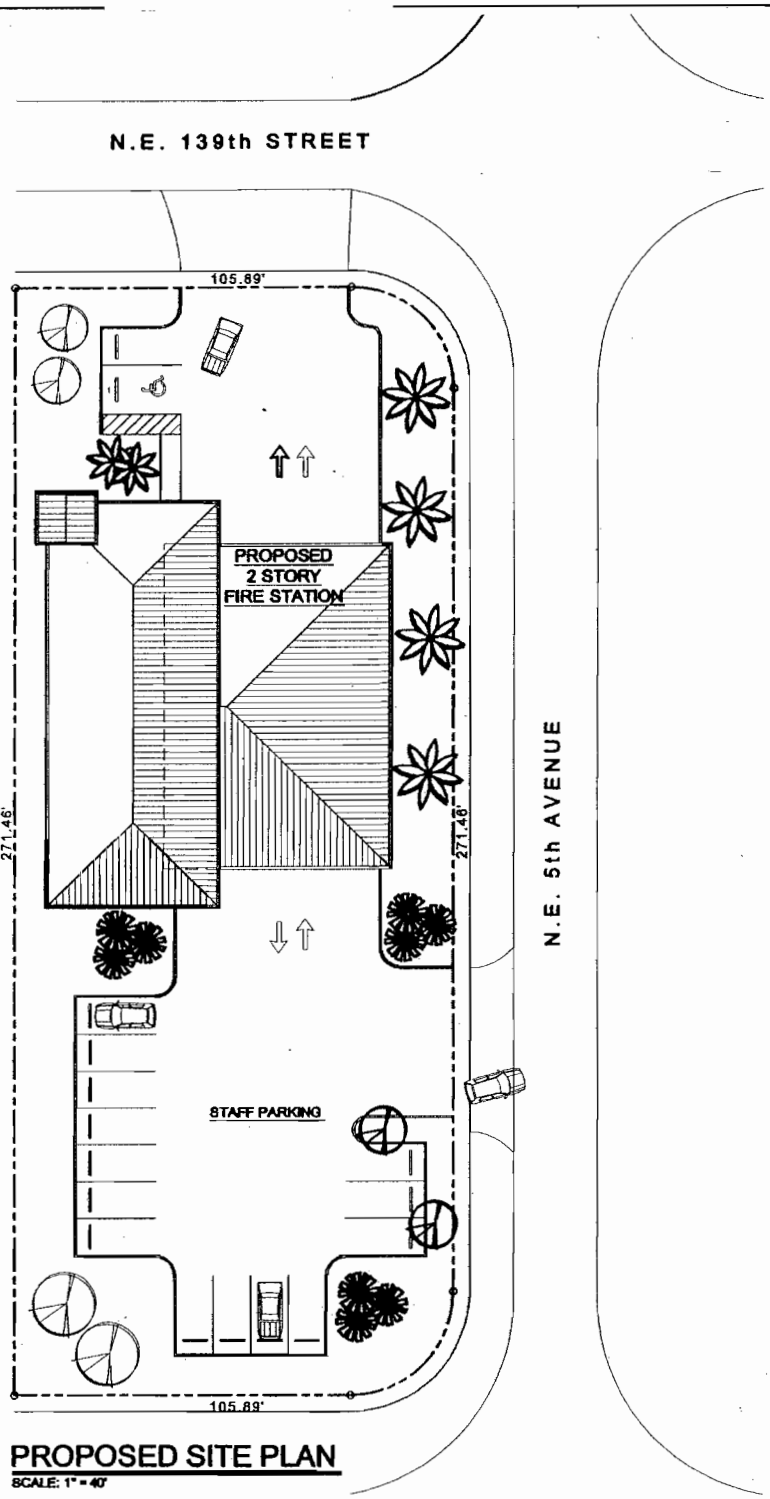
Witness Name: Jessica Kaya

Mary F. Robbins (Seal)
Mary P. Robbins a/k/a Mary F. Robbins

28

DoubleTime®

Exhibit "B"



PROPOSED SITE PLAN
SCALE: 1" = 40'

PROPOSED SITE PLAN FOR:
FIRE STATION No. 18
N.E. 139th STREET AND N.E. 5th AVENUE

MIAMI-DADE FIRE RESCUE
FACILITIES AND CONSTRUCTION
ANGEL H. LAMELA
ARCHITECT
AR [illegible]
MIAMI, FLORIDA
[illegible] NW 41 ST
([illegible]) [illegible]-[illegible]