

# Memorandum



**Date:** April 6, 2010

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

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

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

**Subject:** Lease Agreement with The Archdiocese of Miami, Inc. for the Miami-Dade Fire Rescue Department for Property Located at 17775 N. Bay Road, Miami  
Property # 1211-00-00

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## RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement with The Archdiocese of Miami, Inc., a not for profit Florida Corporation, for the Miami-Dade Fire Rescue Department for property located at 17775 N. Bay Road, Miami, for vacant land together with seven (7) assigned parking spaces. The attached Lease Agreement has been prepared by General Services Administration at the request of the Miami-Dade Fire Rescue Department.

PROPERTY:	A portion of land at 17775 N. Bay Road, Miami
COMMISSION DISTRICT:	4
COMMISSION DISTRICTS IMPACTED:	4
OWNER:	The Archdiocese of Miami, Inc. a not for profit Florida corporation
COMPANY PRINCIPAL:	Most Reverend John C. Favalora
OWNER'S TRACK RECORDS:	The County has no record of negative performance issues with The Archdiocese of Miami, Inc.
USE:	15,200 square feet of vacant land including seven (7) assigned parking spaces used as a temporary location for Miami-Dade Fire Rescue Station #10.
JUSTIFICATION:	This is not a new lease agreement. Station #10 has been at this location since April 1, 2007 and has a need to continue utilizing this land to house two trailers and space for rescue trucks in order to continue providing quick response to emergency calls.

LEASE TERM: One year with one additional one year renewal option period.

EFFECTIVE DATES: Commencing on the later of (1) the passage of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement or (2) April 1, 2010 and terminating March 31, 2011.

RENTAL RATE: The annual rent for the initial lease term is \$45,760.00, which is equal to \$3.01 per square foot on an annual basis. The rental rate for the renewal option period shall increase by 5% to \$48,048.00, which is equal to \$3.16 per square foot on an annual basis.

FINANCIAL IMPACT: The total financial impact for the first lease year is estimated to be \$64,509.58, which is calculated as follows:

**The First Lease Year of the Initial term :**

	<u>Total Dollars</u>	<u>PSF</u>
<u>Annual Base Rent:</u>		
Annual Base Rent (Actual)	\$45,760.00	\$3.01
<u>Direct Expense:</u>		
Trailer Lease (2)	\$ 4,218.00	\$ .28
Electric	\$ 5,844.86	\$ .38
Water & Sewer	\$ 2,400.00	\$ .16
Phone Lines	\$ 3,256.32	\$ .21
HVAC Maintenance	\$ 1,200.00	\$ .08
Janitorial & Custodial	<u>(Provided by Staff)</u>	
Total Base Rent:	\$62,679.18	\$4.12
<u>Indirect Expense:</u>		
Lease Management Fee (4%)	\$ 1,830.40	
<b>Total Cost to County, First Year:</b>	<b>\$64,509.58</b>	

LEASE CONDITIONS: The County is responsible for utilities services, maintenance of plumbing and electrical lines, equipment, trash removal, janitorial and custodial services and custodial care of the two trailers.

CANCELLATION PROVISION: The County may cancel at any time by giving 30 days prior written notice.

CURRENT LEASE: The current lease agreement was approved by the Board on March 6, 2007 by Resolution Number R-226-07. The Board approved a lease agreement for a two-year term with one additional one-year renewal option period. The current annual rent is \$43,999.92, which is equal to \$2.89 per square foot on an annual basis. Although the lease expires on March 31, 2010, the lease contains a holdover provision which allows the department to remain on the property until a new lease agreement is approved.

FUNDING SOURCE: Fire District. This item has been budgeted in the Fire District operating budget. Index code is FREAMPLANN, Sub-object Code is 25511.

OTHER PROPERTIES EVALUATED: Staff was unable to identify other suitable sites within the service area that had sufficient land area to house two trailers and space for rescue trucks. Furthermore, this is a temporary location. The permanent fire station located at 175 172<sup>nd</sup> Street, Sunny Isles Beach is scheduled to be completed by June, 2011. This Lease Agreement will be terminated at that time as permitted by the cancellation provision.

LEASE MONITOR: Linda Weber, Real Estate Officer

DELEGATED AUTHORITY: Authorizes the County Mayor or the County Mayor's designee to execute the lease agreement, exercise the cancellation provision and the additional one 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:** April 6, 2009

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

**SUBJECT:** Agenda Item No. 8(F)(1)(C)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

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

4-6-10

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

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 17775 N. BAY ROAD, MIAMI, WITH THE ARCHDIOCESE OF MIAMI, INC., A NOT FOR PROFIT FLORIDA CORPORATION, FOR PREMISES TO BE UTILIZED BY THE MIAMI-DADE FIRE RESCUE DEPARTMENT AS A TEMPORARY FIRE STATION SITE, WITH A TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED \$131,398.68 FOR THE ENTIRE TERM OF THE LEASE, INCLUDING THE ONE YEAR RENEWAL OPTION; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRRED 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 Miami-Dade County and The Archdiocese of Miami, Inc., a not for profit Florida Corporation, for premises to be utilized by the Miami-Dade County Fire Rescue Department as a temporary fire station site, with total fiscal impact to Miami-Dade County not to exceed \$131,398.68 for the entire term of the Lease, including the one year renewal option, in substantially the form attached hereto and made a part hereof; authorizing the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein.

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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    |
| Dorin D. Rolle                  | Natacha Seijas     |
| Katy Sorenson                   | Rebeca Sosa        |
| Sen. Javier D. Souto            |                    |

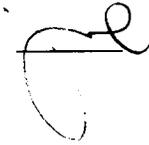
The Chairperson thereupon declared the resolution duly passed and adopted this  
6<sup>th</sup> day of April, 2010. This resolution shall become effective ten (10) days after the date  
of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only  
upon an override by this Board.

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.

Jorge Martinez-Esteve



# LEASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between THE ARCHDIOCESE OF MIAMI, INC., a not for profit Florida Corporation, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called 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 Demised Premises described as follows:

A portion of land at 17775 N. Bay Road, Miami.

Approximately 15,200 square feet of land lying in a portion of Government Lot 6, Tatum's Subdivision, as recorded in Plat Book 6 at Page 64 of the Public Records of Dade County, Florida, together with seven (7) assigned parking spaces designated by LANDLORD. Said portion is more particularly described and shown on Exhibit "A," "B" and "C" attached hereto and made a part hereof and more particularly described as follows:

2-11 52 42 4.56 AC M/L TATUMS SUB GOVT LOT 6 PB 10-64 BEG X S/L TR 4 & W R/W/L A1A W855.45 FT NELY209.94 FT TO POB CONT NELY351.31FT NWLY276.75FT NWLY & SWLY AD 39.27FT.

TO HAVE AND TO HOLD unto the said TENANT for a term of one (1) year, commencing the later of (1) the effective date of the resolution of the Board of County Commissioners approving this lease agreement, and (2) April 1, 2010 (the "Commencement Date") and terminating March 31, 2011, for and at a total rental of Forty-Five Thousand Seven Hundred Sixty Dollars and 00/100 (\$45,760.00), payable in twelve (12) equal monthly installments of Three Thousand Eight Hundred Thirteen Dollars and 33/100 (\$3,813.33), payable in advance on the first day of every month at St. Mary Magdalen Church, 17775 N. Bay Road, Sunny Isles Beach, Florida 33160 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year.

Property #1211-00-00

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 mobile units located thereon to be used as a temporary location for Miami-Dade Fire Rescue Station 10 only and for the performance of work incidental thereto, which will necessarily entail services performed for the general public. TENANT acknowledges and agrees that there will be no fueling of any vehicles on the Demised Premises.

**ARTICLE II**  
**CONDITION OF DEMISED PREMISES**

TENANT hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

**ARTICLE III**  
**UTILITIES**

TENANT, during the term hereof, shall pay all charges for water, waste disposal services, 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 Agreement 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 leased Demised Premises in good order and repair and in clean condition, at its own expense during the term of this 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.

**ARTICLE V**  
**ALTERATIONS BY TENANT**

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD, which consent may not be unreasonably withheld. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. 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 TENANT's trailers or other authorized improvements on the premises should be destroyed or so damaged by fire, windstorm, (b) condemned by any governmental authority, or (c) taken by eminent domain; or other casualty to the extent that the Demised Premises are rendered untenable or unfit for the purpose of TENANT, 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 liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

In the event of partial destruction or damages to the Demised Premises which do not render the Demised Premises untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

**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**  
**SIGNS**

Exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

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

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building.

**ARTICLE X**  
**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.

**ARTICLE XI**  
**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 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 as said Demised Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted. Prior to surrendering the Demised Premises, TENANT shall a) remove all TENANT improvements including but not limited to the two trailers and overhang installed by TENANT; b) repair any damage caused by such removal and c) replace any grass trees or other items removed by the Demised Premises, all of which must occur on or before the end of the Lease term.

**ARTICLE XIII**  
**INDEMNIFICATION AND HOLD HARMLESS**

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this AGREEMENT by the LANDLORD or its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs,

judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its officers, employees, agents, and instrumentalities as herein provided.

TENANT 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 TENANT 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 occurrence, 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 TENANT. 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 XIV**  
**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.

Subject to 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 XV**  
**ASSIGNMENT BY LANDLORD**

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT 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 Agreement, and TENANT 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 Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement 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 TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

**ARTICLE XVI**  
**NON-DISTURBANCE**

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until landlord shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with tenant wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement").

If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work, LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained here in shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Agreement, LANDLORD agrees to indemnify TENANT for such costs.

**ARTICLE XVII**  
**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 to extend this Lease Agreement for one (1) additional one (1) year renewal period, upon the same terms and conditions except the base rental shall be increased by five percent (5%) for the renewal period for a total annual rental of Forty-Eight Thousand Forty-Eight Dollars and 00/100 (\$48,048.00), payable in twelve (12) equal monthly installments of Four Thousand Four Dollars and 00/100 (\$4,004.00). TENANT must exercise its option to renew by providing LANDLORD with at least ninety (90) days prior written notice.

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**ARTICLE XVIII**  
**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 thirty (30) days written notice prior to its effective date.

**ARTICLE XIX**  
**NOTICES**

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

**TENANT:**

Real Estate Section  
Real Estate Development Division  
General Services Administration  
111 NW First Street, Suite 2460  
Miami, Florida 33128

**LANDLORD:**

The Archdiocese of Miami, Inc.  
St. Mary Magdalen Church  
17775 N. Bay Road  
Sunny Isles, Florida 33160

**With Copy to:**

The Archdiocese of Miami  
Dept. of Temporalities  
9401 Biscayne Blvd.  
Miami, FL 33138-2970

**With Copy to:**

J. Patrick Fitzgerald, P.A.  
110 Merrick Way, Suite 3B  
Miami, Florida 33134

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.

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**ARTICLE XX**  
**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 XXI**  
**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, TENANT may at any time terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for 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.

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**ARTICLE XXII**  
**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 XXIII**  
**DEFAULT OF TENANT**

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or 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

agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in that State of Florida or by such other proceedings, including reentry and possession, 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 XXIV**  
**ENVIRONMENTAL**

TENANT shall not store, use or dispose of any hazardous materials on the Demised Premises. For purposes of this Lease, "hazardous materials" shall include but not be limited to, hazardous substances, hazardous waste, pollutants, toxic or dangerous materials as defined by applicable current or future Environmental Laws, including but not limited to The Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Environmental Laws). TENANT shall not violate any applicable Environmental Laws (Environmental Laws) during its use or occupancy of the Demised Premises.

**ARTICLE XXV**  
**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 XXVI**  
**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. The venue of any action on this lease shall be in 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.

**ARTICLE XXVII**  
**ADDITIONAL PROVISIONS**

- (1) No Assignment or Subletting - TENANT shall not, voluntarily, involuntarily or by operation of law encumber, or in any manner transfer, assign or sublet, the whole or any part of the Demised Premises for the use of any other persons or entities. Any such assignment, subletting, or other transfer shall be deemed in violation of this paragraph and void the Lease Agreement.
- (2) Attorney's Fees and Costs - In connection with proceedings in any court arising out of this Lease Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs incurred at all tribunal levels.
- (3) Recording - This Lease Agreement shall not be recorded. If TENANT records this Lease Agreement, then TENANT shall be deemed in default of this Lease Agreement.

**ARTICLE XXVIII**  
**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 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 the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

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**ARTICLE XXIX**  
**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.

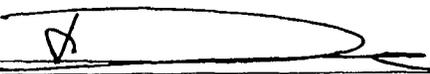
20

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.

(CORPORATE SEAL)

MOST REVEREND JOHN C. FAVALORA,  
ARCHBISHOP OF THE ARCHDIOCESE OF MIAMI,  
His successors in office, a corporation sole

  
WITNESS Janet Rancand

  
WITNESS James A. Detrick

By:   
JOHN C. FAVALORA (LANDLORD)

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

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

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

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

Approved by the County Attorney as  
to form and legal sufficiency. \_\_\_\_\_

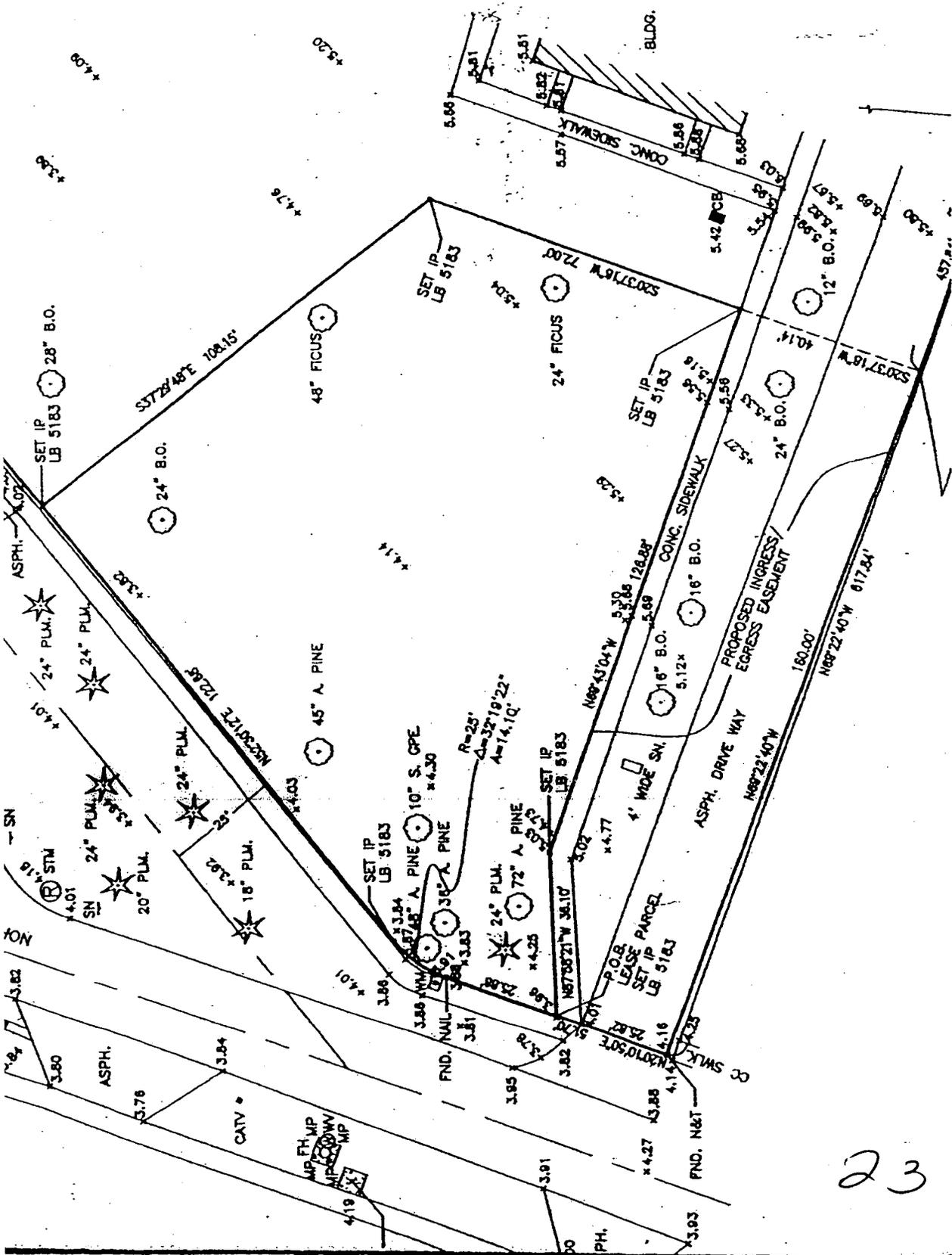
21

EXHIBIT "A"  
LEGAL DESCRIPTION  
LEASE PARCEL

A PORTION OF TRACTS 4 AND 5 OF TATUM'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10 AT PAGE 64 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF TRACT 4 OF TATUM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 64 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 47 AT PAGE 101 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN DUE WEST ALONG THE SOUTH LINE OF SAID TRACT 4 OF TATUM'S SUBDIVISION FOR A DISTANCE OF 855.45 FEET; THENCE RUN N06°06'20" E FOR A DISTANCE OF 209.94 FEET; THENCE RUN N69°22'40"W FOR A DISTANCE OF 617.84 FEET; THENCE RUN N20°10'50"E FOR A DISTANCE OF 25.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N20°10'50"E FOR 25.88 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°19'22" FOR AN ARC DISTANCE OF 14.10 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°30'12"E FOR A DISTANCE OF 122.68 FEET; THENCE RUN S37°29'48"E FOR A DISTANCE OF 108.15 FEET; THENCE RUN S20°37'18"W FOR A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS ± 14,603 SQUARE FEET.



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PROJECT NAME: <b>FIRE STATION # 10                  TEMPORARY LOCATION</b>	SHEET TITLE <b>BOUNDARY SURVEY</b>		ATWARD ENGINEERING & SURVEYING, INC. CIVIL & ENVIRONMENTAL ENGINEERS • LAND SURVEYORS • PLANNERS 3122 Ridge Truss Drive, Florida 31133 954-335-5653 or 954-337-3316 Fax 954-334-5877 or 954-337-3316	DATE: 10/25/2009 SCALE: 1" = 30' PROJ. NO.: 08-118
			CONTRACT NO.: 08-118	

EXHIBIT "C"

LEGAL DESCRIPTION  
INGRESS/EGRESS EASEMENT

A PORTION OF TRACTS 4 AND 5 OF TATUM'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10 AT PAGE 64 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF TRACT 4 OF TATUM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 64 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 47 AT PAGE 101 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN DUE WEST ALONG THE SOUTH LINE OF SAID TRACT 4 OF TATUM'S SUBDIVISION FOR A DISTANCE OF 855.45 FEET; THENCE RUN N06°06'20"E FOR A DISTANCE OF 209.94 FEET; THENCE RUN N69°22'40"W FOR A DISTANCE OF 457.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N69°22'40"W FOR 160.00 FEET; THENCE RUN N20°10'50"E FOR 25.82 FEET; THENCE RUN S87°58'21"E FOR 36.10 FEET; THENCE RUN S69°43'04"E FOR 126.88 FEET; THENCE RUN S20°31'18"W FOR 40.14 FEET TO THE POINT OF BEGINNING.