

# Memorandum



**Date:** March 01, 2011  
**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
**From:** George M. Munnies  
County Manager  
**Subject:** Lease Agreement for Property Located at 350 Sunny Isles Boulevard  
With the City of Sunny Isles Beach, a Florida municipal organization  
Folio # 31-2214-007-0410  
Property # 2214-00-00

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

## RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement for property located at 350 Sunny Isles Boulevard, Sunny Isles Beach, with the City of Sunny Isles Beach, a Florida municipal organization for premises to be utilized for a passive park. The attached Lease Agreement has been prepared by General Services Administration at the request of the Miami-Dade Water and Sewer Department.

**PROPERTY:** 350 Sunny Isles Boulevard, Sunny Isles

**COMMISSION DISTRICT:** 4

**COMMISSION DISTRICTS IMPACTED:** Countywide

**OWNER:** Miami-Dade County

**TENANT:** City of Sunny Isles Beach, a Florida municipal organization

**USE:** Approximately 7,372 square feet of vacant land located west of Miami-Dade County Water and Sewer Department's Pump Station No. 301, located at 350 Sunny Isles Boulevard, Sunny Isles Beach.

**TENANT'S TRACK RECORD:** The County has no record of negative performance issues with the City of Sunny Isles Beach, a Florida municipal organization.

**JUSTIFICATION:** The 7,372 square feet of land, which is described in Exhibit A of the lease agreement, is part of a larger parcel of land that is under the jurisdiction of the Miami-Dade Water and Sewer Department's (WASD) and the site of Pump Station No. 31. The area being leased is not being used by WASD and contains no improvement other than some old asphalt. The City of Sunny Isles Beach, at its sole cost and expense, is going to turn the property into a passive park. The park will be open to the public seven days a week from sunrise to sunset.

**LEASE TERM:** Five year with three additional five-year renewal option periods.

**EFFECTIVE DATES:** Commencing upon the passage of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement and terminating five years thereafter with three additional five-year renewal option periods.

**RENTAL RATE:** \$10.00 per year

**LEASE CONDITIONS:** The Tenant at its sole cost and expense shall be responsible for the completion of all improvements, the operation of the park, and for all costs for utilities, waste removal services, maintenance repairs or replacements of the grounds, landscaping and landscaping services.

**FINANCIAL IMPACT:** No funds will be spent by the County. The vacant land is leased to City of Sunny Isles Beach for Ten dollar (\$10.00) per year. The County will not be impacted financially by the proposed lease agreement.

**CANCELLATION PROVISION:** Either party may cancel by giving thirty (30) days written notice.

**MONITOR:** Linda Weber, Real Estate Officer

**COMMENTS:** The parcel was circulated to County Departments to determine whether the parcel is needed for County purposes and no use was identified.

**DELEGATED AUTHORITY:** Authorizes the County Mayor or the County Mayor's designee to execute the attached lease agreement with the City of Sunny Isles Beach, exercise the cancellation provision, and exercise three additional five-year renewal option periods.

  
\_\_\_\_\_  
Wendi Q. Norris  
Director  
General Services Administration



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** March 1, 2011

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

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

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)(B)  
3-1-11

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

RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING EXECUTION OF A LEASE AGREEMENT FOR TEN DOLLARS PER YEAR FOR COUNTY-OWNED LAND LOCATED AT 350 SUNNY ISLES BOULEVARD, SUNNY ISLES BEACH, WITH THE CITY OF SUNNY ISLES BEACH, FOR PREMISES TO BE UTILIZED AS A PASSIVE PARK OPEN TO THE PUBLIC SEVEN DAYS A WEEK FROM SUNRISE TO SUNSET; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD; 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; and

**WHEREAS**, the City of Sunny Isles Beach, a Florida municipal organization is requesting that certain County-owned property, located at 350 Sunny Isles Boulevard, Sunny Isles Beach, be leased to the City of Sunny Isles Beach for the purposes of providing a passive park with seven days a week access from sunrise to sunset for the convenience of the public; and

**WHEREAS**, the County is satisfied that the City of Sunny Isles Beach, a Florida municipal organization, does require the County-owned property for such use and the property is not otherwise needed for County purposes; and

**WHEREAS**, this Board finds that pursuant to Section 125.38 of the Florida Statutes the lease of said property to the City of Sunny Isles Beach serves the best interest of the County, and is in the public's community interest and welfare,

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board 1) incorporates the foregoing recitals by reference; 2) approves the Lease Agreement between Miami-Dade County and the City of Sunny Isles Beach, a Florida municipal organization, for premises to be utilized as a passive park for the convenience of the public, in substantially the form attached hereto and made a part hereof; 3) authorizes the waiver of Administrative Order 8-4 as it relates to review by the Planning Advisory Board; and 4) authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the 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 and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

5

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of March, 2011. 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 of this Board.

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

HARVEY RUVIN, CLERK

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

Approved by the County Attorney as  
to form and legal sufficiency.  
Debra Herman

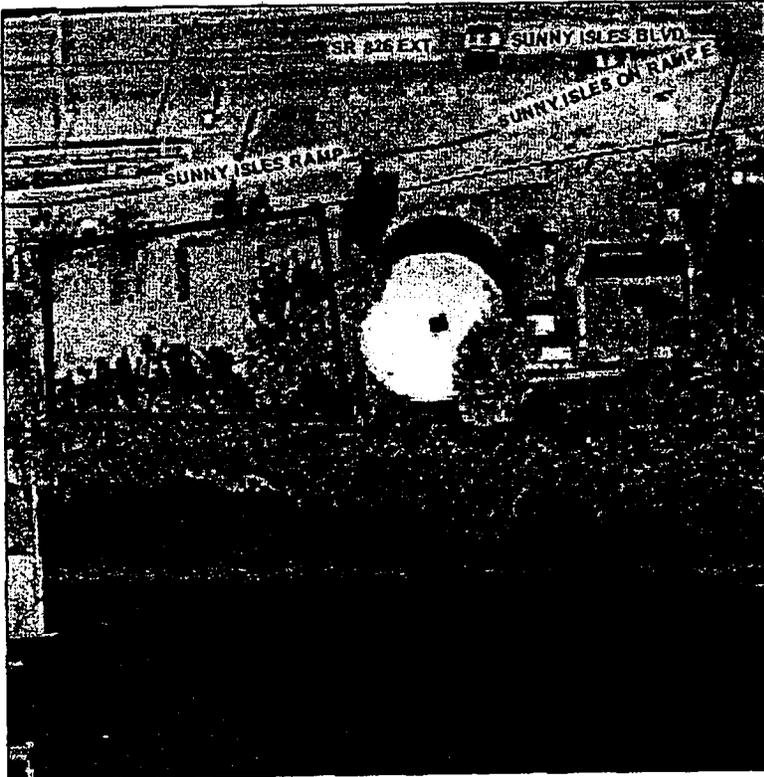


**My Home**  
Miami-Dade County, Florida



**miamidade.gov**

Property Information Map



Aerial Photography - 2009

0 — 33 ft

This map was created on 11/9/2010 10:00:40 AM for reference purposes only.

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Close

**Summary Details:**

Folio No.:	31-2214-007-0410
Property:	350 SUNNY ISLES BLVD
Mailing Address:	MIAMI-DADE COUNTY WATER AND SEWER- USER 3575 S LEJUENE RD 3RD FL MIAMI FL 33146-

**Property Information:**

Primary Zone:	6110 COMMERCIAL/RESIDENTIAL- DESIGN DISTRICT
CLUC:	0047 DADE COUNTY
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	15,273
Lot Size:	1 SQ FT
Year Built:	1968
Legal Description:	14 52 42 2ND REV BELLA VISTA PB 50-76 ALAMARCA PARK - PUBLIC PARKING LESS W25FT FOR R/W LOT SIZE SITE VALUE F/AU 30- 2214-007-0410

**Assessment Information:**

Year:	2010	2009
Land Value:	\$209,920	\$209,920
Building Value:	\$268,795	\$276,472
Market Value:	\$478,715	\$486,392
Assessed Value:	\$478,715	\$486,392

**Taxable Value Information:**

Year:	2010	2009
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$478,715/\$0	\$486,392/\$0
County:	\$478,715/\$0	\$486,392/\$0
City:	\$478,715/\$0	\$486,392/\$0
School Board:	\$478,715/\$0	\$486,392/\$0

**Sale Information:**

Sale Date:	6/2007
Sale Amount:	\$0
Sale O/R:	25852-0609
Sales Qualification Description:	Sales which are disqualified as a result of examination of the deed
View Additional Sales	

## LEASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and CITY OF SUNNY ISLES BEACH, a Florida municipal organization, hereinafter referred to as the "TENANT,"

### WITNESSETH:

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

The western portion of Water & Sewer Department's Pump Station Site # 301, located at 350 Sunny Isles Boulevard, Sunny Isles, Florida. Folio # 31-2214-007-0410, as referenced in the attached Exhibit "A" made a part hereof and hereinafter referred to "Leased Premises."

TO HAVE AND TO HOLD unto said TENANT for a term of five (5) years, commencing, upon the effective date of the resolution of the Miami-Dade Board of County Commissioners (the "Board") approving the Lease Agreement and 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 of the Board of the Lease Agreement, (the "Effective Date") and shall terminate five years thereafter. The annual rental of Ten Dollars and 00/100 (\$10.00) per year, payable in advance on the first day of every year to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein.

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

Property # 2214-00-00

**ARTICLE I**  
**USE OF LEASED PREMISES**

The area of the Leased Premises may be used by TENANT solely for a passive park for public use available seven days a week from sunrise to sunset. TENANT shall be responsible for opening the gate to prevent access to the Leased Premises before sunrise and locking the gate at sunset. TENANT shall be responsible for all operations aspects of the Leased Premises except for the areas specifically designated for use by Miami-Dade County. If the TENANT fails to operate the facility in accordance with the approved use, this Lease Agreement shall be terminated and any and all improvements will become the property of the LANDLORD. TENANT shall be given thirty (30) days notice to cure any defaults before the Lease Agreement is terminated.

**ARTICLE II**  
**CONDITION OF LEASED PREMISES**

TENANT hereby accepts the Leased Premises in "as is" condition as such Leased Premises exists at the beginning of this Lease Agreement. TENANT acknowledges that the Leased Premises contains underground utility facilities (the "existing utilities") and the LANDLORD shall have access to the entire parcel in order to access the underground utility facilities for maintenance, repair or alteration. TENANT, at its sole cost and expense, may make such beautification improvements and construct the passive park upon the Leased Premises as shall be reasonably necessary to place the Leased Premises in such state or condition that it may be used for the purposes for which this Lease Agreement is made and entered into by both parties but shall not impact or utilize such existing utilities. LANDLORD shall repair all beautification improvements if LANDLORD destroys such improvements during any repairs of existing facilities.

**ARTICLE III**  
**UTILITIES, MAINTENANCE AND CONSTRUCTION**

All additional utilities shall be provided and installed by the TENANT and shall be placed in the name of the TENANT and the cost of all utilities and waste removal shall be paid by TENANT, including any and all infrastructure required to provide service to the Leased Premises. The location of all new utility lines shall be subject to the written approval of

LANDLORD prior to installation. The TENANT agrees to provide, at its sole cost and expense, all maintenance, landscaping, repairs or replacements, as required to keep the Leased Premises and any improvements thereto in a state of good repair, and in a safe and clean condition at all times, during the term of this Lease Agreement or any extension or renewal thereof. This shall include, but not be limited to, cutting grass, trimming trees and shrubs and removing trash. TENANT shall be responsible for and shall repair any damage caused to the Leased Premises as a result of TENANT's use of the Leased Premises, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing. TENANT shall have thirty (30) days to complete the repairs unless an extension is given by the LANDLORD in writing. If any lighting, water fountains, tables, grills for cooking, fences, signs or any other equipment or improvements shall be provided by TENANT, they shall be paid for and maintained by TENANT. All TENANT Improvements shall be at the TENANT's expense, which shall include an exterior fence and gate along the property line abutting Sunny Isles Boulevard and an interior fence around the Pump Station site for Miami-Dade Water & Sewer Department use only. Any construction on the property, such as fences, lighting, gazebos, shelters or any item that requires a building permit will require the written approval of LANDLORD. LANDLORD shall be able to withhold approval for any reason.

#### **ARTICLE IV** **CONSTRUCTION BY LANDLORD**

LANDLORD has the right to make planned improvements and construction in, on, under or to the Leased Premises with five (5) days written notice to TENANT.

#### **ARTICLE V** **ASSIGNMENT**

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

**ARTICLE VI**  
**NO LIABILITY FOR PERSONAL PROPERTY**

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

**ARTICLE VII**  
**SIGNS**

Signs will be of the design and form of letter to be first approved by LANDLORD. Sign wording will require written pre-approval of LANDLORD within ten (10) days after submittal by the TENANT. The cost of any sign shall 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 Leased Premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT, at TENANT's expense. All signs will comply with all applicable laws and regulations.

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

LANDLORD or any of its agents shall have the right to enter said Leased Premises during all reasonable working hours or when making improvements or alterations to the Pump Station or nearby infrastructure if repairs, additions or alterations are deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease Agreement. LANDLORD will have access to the entire parcel in the event of an emergency without prior notice for Pump Station No. 301.

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

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

**ARTICLE X**  
**SURRENDER OF LEASED PREMISES**

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said Leased Premises in as good condition as said Leased 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 including all improvements made thereto, which shall become the property of the LANDLORD.

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

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD 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 the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings and shall pay all costs and judgments, and agrees that any insurance protection required by this Lease Agreement or

otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided. This Article is subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE XII**  
**LIABILITY FOR DAMAGE OR INJURY**

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the Leased Premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE XIII**  
**SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

**ARTICLE XIV**  
**CANCELLATION**

LANDLORD, through its County Mayor or County Mayor's designee, shall have the right to cancel this Lease Agreement without cause at any time by giving TENANT at least thirty (30) days' written notice prior to its effective date. TENANT shall have the right to cancel this Lease Agreement without cause, at any time by giving the LANDLORD at least thirty (30) days' written notice prior to its effective date.

**ARTICLE XV**  
**OPTION TO RENEW**

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for three (3) additional five (5) year renewal option periods upon the same terms and conditions, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof.

After receiving such notice, and prior to such renewal, the parties may amend the terms of this agreement by mutual written agreement.

**ARTICLE XVI**  
**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:**

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, Florida 33160  
Attention: City Manager

**WITH COPY TO:**

City of Sunny Isles Beach  
18070 Collins Avenue – 4<sup>th</sup> Floor  
Sunny Isles Beach, Florida 33160  
Attention: City Attorney

**LANDLORD:**

Miami-Dade County  
Director  
General Services Administration  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907

**WITH COPY TO:**

Miami-Dade County  
Director  
Water & Sewer Department  
3071 S.W. 38 Avenue  
Miami, Florida 33146

Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

**ARTICLE XVII**  
**INSURANCE**

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

- A. Public Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.

- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.

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

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

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

#### **ARTICLE XVIII** **PERMITS, REGULATIONS**

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

**ARTICLE XIX**  
**ADDITIONAL PROVISIONS**

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

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

TENANT agrees it shall be the TENANT's responsibility to include the following statement in any and all contracts in regard to improvements to the Leased Premises: "All persons, firms or corporations dealing with the City of Sunny Isles Beach in respect to the furnishing of any labor, services or materials for the improvement of said Leased Premises are hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against the Leased Premises, but that credit and liability of the City of Sunny Isles Beach only shall be relied upon for payment of the cost of such improvements." If liens are placed upon said Leased Premises, the City of Sunny Isles Beach shall be responsible for these liens.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin, and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement. TENANT agrees to comply with all State and Federal laws related to non-discrimination on the basis of race, color, creed, national origin or disability.

3. TENANT will be responsible to design, permit, demolish the existing holding tank and construct the improvements, (the "Project"), at their sole cost and expense.

4. TENANT's proposed improvement plans and scheduling must be approved by the Director of the Water and Sewer Department, prior to the permitting application.

5. TENANT shall be responsible for the maintenance of the property, including all cleaning, landscaping and operational costs of the property upon (the "Project's") completion.

6. TENANT shall be responsible for and shall repair any damage caused to the Leased Premises as a result of TENANT's use of the Leased Premises or any vandalism, malicious mischief or criminal acts thereto. LANDLORD shall notify the TENANT after discovering any mischief, criminal acts or any damage to the site which the TENANT is responsible for maintaining, repairing or replacing and the TENANT shall take the necessary actions to remedy such damage promptly after said notice.

**ARTICLE XX**  
**WRITTEN AGREEMENT**

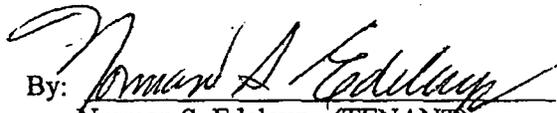
This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners unless otherwise provided herein.

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.

(OFFICIAL SEAL)

CITY OF SUNNY ISLES BEACH,  
a Florida municipal organization

  
\_\_\_\_\_  
(TENANT) City Clerk  
WITNESS

By:   
Norman S. Edelcup (TENANT)  
Mayor

\_\_\_\_\_  
WITNESS

(OFFICIAL SEAL)

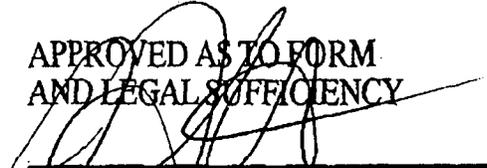
ATTEST:  
HARVEY RUVIN, CLERK

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

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
\_\_\_\_\_  
HANS OTTINOT, CITY ATTORNEY

