

MEMORANDUM

Agenda Item No. 14(A)(6)

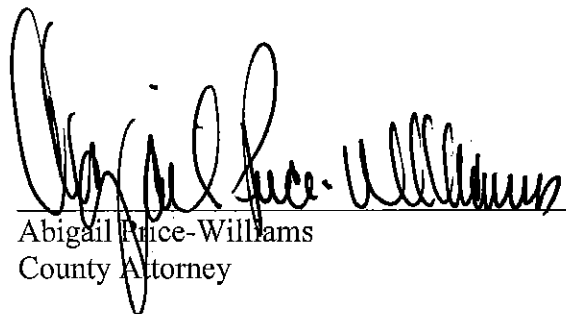
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 15, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing waiver of Administrative Order 8-4; approving a lease agreement with South Miami Hospital, Inc. for a portion of the Metrorail corridor between theoretical SW 63 Avenue and theoretical SW 61 Court; authorizing the County Mayor to execute same and exercise all provisions contained therein; and directing the County Mayor to provide a copy of the lease agreement to the Property Appraiser

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



Abigail Price-Williams
County Attorney

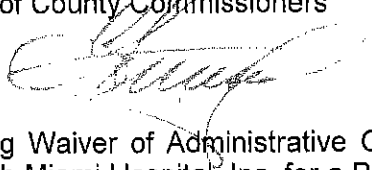
APW/cp

Memorandum



Date: November 15, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Authorizing Waiver of Administrative Order 8-4; Approving a Lease Agreement with South Miami Hospital, Inc. for a Portion of the Metrorail Corridor Between SW 63 Avenue and SW 61 Court; Authorizing the County Mayor or the County Mayor's Designee to Execute Same and Exercise all Provisions Contained Therein; and Directing the County Mayor or the County Mayor's Designee to Provide a Copy of the Lease Agreement to the Property Appraiser

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve a lease agreement between Miami-Dade County (County) and South Miami Hospital, Inc. (Hospital) and authorize the County Mayor or the County Mayor's designee to execute same and exercise all provisions contained therein.

SCOPE

The project is physically located within Commissioner Xavier L. Saurez's District 7; however, the impact of this lease is countywide.

FISCAL IMPACT/FUNDING SOURCE

There will be a positive fiscal impact to the County, as the improvements and maintenance will be financed by the Hospital.

TRACK RECORD/MONITOR

The County has entered into agreements with the Hospital in the past. The terms of this new lease agreement will be monitored by Froilan I. Baez, Chief of the Right-of-Way of the Utilities and Joint Development Division within the Department of Transportation and Public Works (DTPW).

BACKGROUND

In 1988, the County entered into a 20-year lease agreement with The Hospital, a Florida nonprofit corporation, whereby the Hospital was granted the right to construct a single lane outbound exit only driveway on Metrorail right-of-way located between Hospital property and US-1 (South Dixie Highway). Use of the driveway to access US-1 by Hospital employees, visitors and the general public serves to alleviate vehicular congestion on SW 62 Avenue, a nearby main artery, especially during weekday afternoon peak traffic hours when transit patrons exit the South Miami Metrorail Station parking garage.

The original agreement granted the Hospital the right to construct the driveway in exchange for the nominal consideration of \$1.00, and the provision that the Hospital would upgrade and maintain the landscaping, including daily litter removal, within a two (2) acre area of the Metrorail right-of-way. This has provided significant benefits to DTPW in the form of cost benefits and beautification of a highly visible portion of the Metrorail right-of-way.


The new lease agreement, for an initial 20-year term with two (2) automatic 10-year renewal periods at \$1.00 per year, will allow the Hospital to continue using and maintaining the driveway. As part of the new agreement additional improvements will be made, at the Hospital's sole cost and expense, to the bicycle path crossing the driveway, and to the driveway itself. Additionally, the Hospital will be responsible for the continued right-of-way maintenance.

The Hospital is responsible for advising the County of any change of its nonprofit status. Should the status change to for profit during the term of this agreement, the lease shall terminate effective the date on which the change of status occurs.

Either party may cancel this lease upon 60 days written notice to the other party of its intention to cancel. Upon termination, the Hospital, at its sole cost and expense, will restore the driveway to the condition it was in prior to any modifications made under the original lease agreement of 1988, unless the County determines that it is not required, temporarily or permanently, for reasons of public safety, traffic operations or maintenance of the Metrorail system.

Per Resolution R-461-13, Florida Statute 125.38 allows the County to convey real property by lease to nonprofit corporations provided that such properties are utilized to promote community interest and welfare. The County may effect a termination of this lease to regain control of the property in the event that the public use is not maintained. Per Resolution R-1000-14, the County shall not be required to pay any compensation to the Hospital for the termination of this lease or the restoration of the property to its original condition prior to 1988.

This lease may be modified only by an amendment in writing approved by Board resolution.



Aljina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 15, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(6)

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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor'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. 14(A)(6)
11-15-16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING WAIVER OF ADMINISTRATIVE ORDER 8-4; APPROVING A LEASE AGREEMENT WITH SOUTH MIAMI HOSPITAL, INC. FOR A PORTION OF THE METRORAIL CORRIDOR BETWEEN THEORETICAL SW 63 AVENUE AND THEORETICAL SW 61 COURT; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO PROVIDE A COPY OF THE LEASE AGREEMENT TO THE PROPERTY APPRAISER

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

WHEREAS, South Miami Hospital, Inc. is a Florida not-for-profit corporation dedicated to community interest and welfare; and

WHEREAS, South Miami Hospital, Inc. proposes to improve and maintain a portion of the Metrorail corridor located between theoretical SW 63 Avenue and theoretical SW 61 Court; and

WHEREAS, in order to improve and maintain said County-owned land it is necessary that a lease agreement for said property be entered into; and

WHEREAS, South Miami Hospital, Inc. has made application to the County to execute a lease agreement for a leasehold interest in said property; and

WHEREAS, the Board finds that the land that is the subject of the attached lease agreement is not needed for County purposes other than the rapid transit system,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board approves the afore-mentioned lease agreement with South Miami Hospital, Inc., for the nominal consideration of \$1.00 per year, in substantially the form attached hereto and made a part hereof.

Section 3. This Board waives the requirements of Administrative Order 8-4 since the subject property cannot be declared as surplus as it is part of the Metrorail right-of-way.

Section 4. This Board further authorizes the County Mayor or the County Mayor's designee to execute said lease agreement for and on behalf of Miami-Dade County, to take all actions necessary to effectuate same, and to exercise all provisions contained therein.

Section 5. This Board further directs the County Mayor or the County Mayor's designee to provide to the Property Appraiser's Office an executed copy of the lease agreement within thirty (30) days of its execution.

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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

**SOUTH MIAMI HOSPITAL
LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter "Lease" or "Agreement"), entered into on this _____ day of _____, 2016, made by and between **MIAMI-DADE COUNTY** a political subdivision of the State of Florida, through the Miami-Dade Department of Transportation and Public Works its instrumentality (hereinafter "Landlord" or "County"), and **SOUTH MIAMI HOSPITAL, INC.**, a Florida nonprofit corporation (hereinafter "Tenant" or "Lessee").

RECITALS

WITNESSETH: That the parties, for and in consideration of the mutual covenants and agreements herein contained, hereto agree as follows:

WHEREAS, Landlord is the owner of a certain 70-foot wide strip of approximately two (2) acres of real property located in the City of South Miami, Miami-Dade County, Florida, fronting along U.S. 1/South Dixie Highway/State Road 5 between theoretical S.W. 61st Court and theoretical S.W. 63 Avenue, between Metrorail column numbers 103 No-So through 121 No-So (the "Demised Premises") as more particularly described on **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, acquisition in 1979 of the Demised Premises now identified as portions of Folio No. 09-4036-000-0260 and Folio No. 09-4036-026-0040, previously identified as a portion of Florida East Coast Railway Company Parcel 7S000.4 and Parcel 7S000.5, was funded in 1980 under Urban Mass Transit Administration (UMTA) Grant FL 03-0036 (80%), with State of Florida (10%) and Miami-Dade County (10%) funding; and

WHEREAS, a portion of the Landlord's elevated Rapid Transit System known as Metrorail was constructed on the Demised Premises and began operation in 1984; and

WHEREAS, Tenant is the owner of approximately 20 acres of real property (the "Hospital Campus") fronting the Demised Premises; and

WHEREAS, in 1983, Tenant desired to build an exit outbound-only driveway (the "Driveway") from the Hospital Campus across a portion of the Demised Premises onto southbound U.S. 1 to alleviate vehicular congestion on S.W. 62nd Avenue, especially during afternoon peak hours when it would be used by transit patrons exiting from the nearby South Miami Metrorail Station; and

WHEREAS, between 1983 and 1988, the Metropolitan Planning Organization (MPO), Miami-Dade Transit, Miami-Dade County Department of Public Works and the Florida

Department of Transportation (FDOT) approved and permitted the design, construction and use of the Driveway; and

WHEREAS, in 1988, Landlord and Tenant entered into a lease agreement for the design, construction, use and maintenance of an 1,849 square foot portion of the Demised Premises as the Driveway, more particularly located between Metrorail Columns 106 No-So and 107 No-So., as described on **Exhibit "B"** attached hereto and made a part hereof; and

WHEREAS, in 2005, Landlord and Tenant entered into a Permit Agreement wherein Tenant provided, installed and maintained a lawn sprinkler system consisting of a well, an irrigation pump station, irrigation piping and sprinkler heads as well as providing, installing and maintaining landscape materials in the whole of the Demised Premises; and

WHEREAS, Tenant desires the continued use and maintenance of the Driveway, continued use and maintenance of the irrigation system and continued installation and maintenance of the landscape materials, all in the Demised Premises; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Demised Premises as defined herein,

NOW THEREFORE, in consideration of the foregoing and of the mutual terms, conditions, covenants and payments hereinafter set forth, Landlord and Tenant agree as follows:

T E R M S

Article 1 **Recitals**

The foregoing Recitals are true and correct and are incorporated herein as if fully set forth herein.

Article 2 **Term of Lease**

The initial term of this Lease shall be for a period of twenty (20) years, commencing on the date first above written, following approval of the Lease by the Board of County Commissioners and execution of the Lease by both parties.

Article 3 **Option to Renew**

Provided this Lease is not otherwise in default, it shall automatically renew for two (2) 10-year periods unless Landlord or Tenant provides 90-day advance written notice to the other party of its intention NOT to renew the Lease, which renewal shall be on the same terms and conditions set forth herein.

Article 4
Nonprofit Status

Tenant shall provide to Landlord acceptable proof of its Nonprofit status prior to execution of this Lease. It is expressly understood that if Tenant's Nonprofit status changes to For Profit status during the term hereof, or if Tenant assigns this Lease to a for-profit entity, this Lease shall terminate effective on the date on which the change of status occurs. It shall be Tenant's responsibility to advise Landlord of any change of its Nonprofit status.

Article 5
Rent

In consideration for the Landlord's continued lease of space to Tenant, Tenant agrees to:

A. Pay to Landlord the sum of one dollar (\$1.00), payable upon execution of this Lease and on each anniversary of the date first above written throughout the term of this Lease. Checks are to be made payable to Miami-Dade County and remitted to Miami-Dade Department of Transportation and Public Works, c/o Right-of-Way, 701 N.W. 1st Court, Suite 1700, Miami, FL 33136-3922.

B. Improve Landlord's existing bike path at the Driveway crossing. Refer to Sections 7.1 and 7.2.

C. Maintain the Demised Premises. Refer to Sections 6.2 and 6.3; Articles 8 and 9.

Article 6
Use of Demised Premises

Section 6.1 Land Use

Tenant agrees that its use of the Demised Premises is only for landscaping, landscape irrigation and one existing Driveway.

Tenant recognizes and acknowledges that the manner in which the Demised Premises is used and operated is a matter of critical importance to the County and the general welfare of the community.

Tenant agrees that at all times during the term of this Lease it shall use diligent efforts to avoid and prevent damage to the Metrorail system resulting from the Tenant's use of the Demised Premises and to avoid any activities which may interfere with transit operations and maintenance.

Section 6.2 Landscaping

(a) Ground cover, sod and small scale plantings are permitted within the Demised Premises with prior Landlord approval. Plantings shall have clear sightlines maintained for users of the bike path, users of the Driveway at the bike path intersection and the southbound U.S. 1 intersection and drivers of vehicles and bike path users at S.W. 62nd Avenue.

(b) No bushes, plants or climbing plantings, i.e. vines, shall be planted on, next to any side or base of any column within the Demised Premises.

(c) Plantings cannot interfere with maintenance and service vehicles used by Landlord or Landlord's designee(s) to inspect, repair and maintain the Metrorail columns, the overhead guideway girders or any other system component.

(d) With prior written consent and approval of Landlord, Tenant may plant trees in specified areas maintaining certain distances from the drip lines of the overhead guideway girders.

(e) The use of County spotters, obtained by prior written consent from Landlord, is required when using aerial equipment (e.g. Marklift, manlifts) within thirty (30) feet of the drip line of the overhead girders (i.e. the electrified third rail) or as directed by Landlord.

Section 6.3 Irrigation

The existing landscape irrigation system can be maintained. Because Metrorail columns have become stained due to the iron-rich water from the irrigation system within the Demised Premises, Tenant agrees to (a) adjust the irrigation system so that any face of any column is not sprinkled and to (b) use a water stain product in the irrigation pump to reduce or eliminate said staining.

Section 6.4 Driveway

Existing Driveway is to remain solely as a one-lane outbound vehicular driveway for right turns only, commencing from the Hospital Campus onto southbound U.S. 1/South Dixie Highway/ State Road 5.

Section 6.5 Dangerous Liquids and Materials

Storage of any flammable or combustible liquid or dangerous or explosive materials in or on the Demised Premises is prohibited.

Section 6.6 Hazardous Materials

Tenant is responsible for any and all hazardous materials or toxic substances and hazardous waste introduced on/into the Demised Premises and any assessments or clean-up costs associated therewith.

Section 6.7 Safety and Security

Tenant is solely responsible for the personal safety of its employees, invitees or any other persons entering the Demised Premises in connection with this Lease, as well as any equipment and/or personal property brought into the Demised Premises.

Section 6.8 Damages

Tenant agrees to exercise due care to avoid any damage to the Demised Premises and Metrorail improvements. Tenant shall reimburse Landlord for the cost of any necessary repairs to the Metrorail right-of-way resulting from Tenant's activities on the Demised Premises.

Section 6.9 Transit Operations Within the Demised Premises

Tenant agrees that all improvement, alteration, installation, construction, repair, operation and maintenance it undertakes on the Demised Premises shall be done as expeditiously as possible, free of liens, complying with all laws, codes, regulations and requirements of all applicable governmental or quasi-governmental authorities and in such a manner that it will not obstruct, interfere with, or impede ingress or egress of persons or vehicles engaged in maintenance of the Metrorail system, right-of-way and guideway and or otherwise interfere with transit operations or emergency access thereto.

Article 7
Improvements and Alterations

In consideration for the Landlord's continued lease of space to Tenant, Tenant agrees to:

Section 7.1 Bicycle Path at Driveway

Improve Landlord's existing bicycle path which crosses the Driveway by installing a raised crosswalk or speed table at the M-Path crossing, per Florida Department of Transportation (FDOT) standards, that is 6 inches high, with a 10-foot wide plateau and 6 foot approaches on either side, substantially in accordance with the notes on the plans and specifications entitled "Plans for Proposed Metrorail Bike Path Improvements (M-Path)," Miami-Dade Transit Project No. IRP001, as prepared by Kimley-Horn and Associates, Inc. (10-31-2013), as approved by the Traffic Engineering Division of Miami-Dade Public Works and the Metropolitan Planning

Organization (11-07-2013), as more particularly described on **Exhibit "C"** attached hereto and made a part hereof.

Prepare and present five (5) sets of full-size plans to the Traffic Engineering, Right-of-Way and Construction Divisions of the Miami-Dade Department of Transportation and Public Works (DTPW) for review and approval prior to commencement of work.

Section 7.2 Driveway

Improve Landlord's existing bike path at the Driveway crossing by agreeing to:

(a) Restripe and repave driveway on a scheduled basis for the safety of its users throughout the term of this Lease. Update markings to meet current standards in the Manual of Unified Traffic Control Devices (MUTCD).

(b) Illuminate the bike path-Driveway intersection including 50 feet on either side of the Driveway, per Miami-Dade Standards, using installation(s) on Hospital Campus property.

(c) Prepare and present five (5) sets of full-size plans for such work, including Driveway restriping, bike path raised cross walk and bike path Driveway illumination to the Traffic Engineering, Right-of-Way and Construction Divisions of DTPW for review and approval prior to commencement of such work.

Section 7.3 Other Improvements:

No installation of any other improvement is permitted within the Demised Premises by Tenant without the prior written consent of Landlord. Before commencing any additional installation, replacement or major modification or repair of the Demised Premises, Tenant agrees to submit a detailed description and/or plans to Landlord for review and approval, which shall not be unreasonably withheld.

Article 8 Maintenance

Tenant agrees, at its sole cost and expense, to maintain at all times the Demised Premises and the Land Uses therein in a safe, clean, and fully functional manner and shall not permit any debris or refuse to accumulate.

Article 9
The Underline

DTPW as Landlord, and Miami-Dade Parks, Recreation and Open Spaces, in partnership with the Florida non-profit corporation Friends of The Underline, Inc., are proposing to transform certain land beneath Metrorail into a 10-mile linear park and urban trail known as The Underline between the Miami River and the Dadeland South Metrorail Station. Phase 5 of this 5-phase project will be located between S.W. 57th Avenue/Red Road and Dadeland South Metrorail Station and will include the Demised Premises of this Lease.

(a) Tenant acknowledges the likelihood of The Underline and has no objection to The Underline traversing through the Demised Premises.

(b) At Landlord's option, (i) Tenant will continue to maintain the area covered by The Underline that is located within the Demised Premises or (ii) the Demised Premises may be maintained by Miami-Dade County or designee.

Article 10
Destruction

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm or other casualty to the extent that the Demised Premises are rendered unfit for the Tenant's purpose, either party may cancel this Lease 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.

If neither party exercises the foregoing right of cancellation, Landlord shall cause the Demised Premises to be repaired and placed in good condition within sixty (60) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within sixty (60) days, Tenant shall be entitled to cancel the Lease by the giving of written notice to Landlord at any time, notwithstanding the commencement of repairs by Landlord.

Article 11
Landlord's Right of Entry

County, or any of its agents, shall have the right to enter upon said Demised Premises at any time to examine, inspect, repair, maintain or make improvements to any part of the Metrorail system and/or the Demised Premises. It is hereby agreed and understood that operation, safety and maintenance of the Metrorail system is paramount and will take precedence over any other activity in the Demised Premises.

Article 12
Quiet Enjoyment

Subject to the terms, conditions and covenants of this Lease, Landlord agrees that Tenant shall and may peaceably have, hold and enjoy the Demised Premises during the term of this Lease without hindrance by Landlord.

Article 13
Surrender of Premises

Tenant agrees to surrender to Landlord, at the end of the term of this Lease, or any extension thereof, said Demised Premises in as good condition as said premises were at the beginning of the term of this Lease, with ordinary wear and tear and damage by fire and windstorm or other Acts of God, excepted, and restore the Driveway to the condition it was in prior to any modifications made under the original Lease Agreement of 1988.

Article 14
Indemnification

Lessee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Lessee or its employees, agents, servants, partners, principals or subcontractors. Lessee 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Lessee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

It is expressly understood that the Lessee shall indemnify and save the County harmless from all claims, liabilities, losses and causes of action, costs and damages to persons or vehicles including Lessee and Lessee's employees, agents and invitees from particles or sediments caused by the operation of the Metrorail train.

Article 15
Insurance

Prior to execution of this Agreement, Lessee shall furnish to DTPW, c/o Right-of-Way, Utilities and Joint Development Division, 701 N.W. 1st Court, Suite 1700, Miami, Florida 33136-3922 the Certificates of Insurance which indicate that insurance coverage has been obtained which meet the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Lessee as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in amount not less than \$1,000,000 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.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued through Lessee's self-insurance program or by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Miami-Dade County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 N.W. 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Lessee of its liability and obligation under this section or under any other section of this Agreement. The required insurance shall be maintained and apply throughout the entire term of this Agreement.

Article 16
Assignment

Tenant shall not assign, transfer, mortgage, pledge, dispose or otherwise encumber this Lease without Landlord's prior written approval, which shall not be unreasonably withheld or delayed. Refer also to Article 4.

Article 17
Cancellation/Termination

Either party may cancel this Lease by giving twelve (12) months written notice to the other of its intention to do so. Upon termination of this Lease for whatever reason, Tenant will restore the Driveway to the condition it was in prior to any modifications made under the original Lease Agreement of 1988. In the event Landlord determines that termination of this driveway is required for reasons of public safety, traffic operations or maintenance or construction of the Metrorail guideway, columns or right-of-way, Landlord may act immediately to effect a temporary or permanent termination of this Lease and use of the Demised Premises.

Pursuant to Resolution No. R-461-13 adopted by the Miami-Dade County Board of County Commissioners (Board), Florida Statute 125.38 allows the County to convey real property by lease to not-for-profit corporations provided that such properties will be utilized to promote community interest and welfare. Landlord may effect a termination of this Lease to assist it in regaining control and ownership of property in the event that the public use is not maintained.

Consistent with Board Resolution No. R-1000-14, the County shall not be required to pay any compensation to Tenant for the termination of this Lease or the restoration of the property to the condition in which it was in prior to the commencement of the original Lease Agreement of 1988.

Article 18
Continuing Control (FTA)

It is specifically understood and agreed that the Landlord reserves such access rights to the Demised Premises as are necessary to enable the County to comply with the obligation to maintain "Continuing Control" requirements/regulations of the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT) as it relates to the property and operation of the Metrorail Rapid Transit System.

Article 19
Notices

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

To Tenant:	South Miami Hospital, Inc. c/o Baptist Health Enterprises, Inc. Vice President, Real Estate 6855 Red Road, Suite 600 Coral Gables, FL 33143	South Miami Hospital, Inc. c/o Baptist Health Enterprises, Inc. Real Estate Transactions & Development 8500 S.W. 117 th Avenue, Suite 101 Miami, FL 33183
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To Landlord: Miami-Dade County
c/o Miami-Dade Transportation and Public Works
ROW, Utilities and Joint Development
Attention: Froilan I. Baez
701 N.W. 1st Court, Suite 1700
Miami, FL 33136-3922

shall constitute sufficient notice to either party. Either party may by notice given as aforesaid change its address for all subsequent notices.

Article 20
Default

If Tenant or Landlord shall violate or fail to perform any of the conditions, covenants or agreements herein, and if such violation or failure continues for a period of thirty (30) days after written notice thereof, then Tenant or Landlord may elect to terminate this Lease at its sole option. All rights and remedies under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies under applicable law.

Article 21
Compliance with Laws, Ordinances and Regulations

Tenant shall provide proof of compliance with all applicable required licenses, permits and other legal requirements prior to or following execution of this Lease, upon Landlord's request.

Throughout the term of this Lease, Tenant covenants and agrees to comply with all statutes, laws, ordinances, regulations, codes, orders, requirements and rules of all Federal, State, County and Municipal governments, which may be applicable to its operation under this Lease, including, but not limited to, the following:

1. 49 Code of Federal Regulations (CFR), 26.7 binding the Tenant not to discriminate based on race, color, national origin or sex.
2. 49 CFR, Part 27.7, 27.9(b) and 37 binding the Tenant not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act (ADA) with regard to any improvements constructed.
3. FTA Master Agreement, updated annually in October, particularly relating to conflicts of interest, debarment and suspension.
4. Miami-Dade County Code, Chapter 33 Zoning, Article VI Signs, Division 6, Commercial Signs on Rapid Transit System Right-of-way prohibiting the erection, permitting or maintenance of any sign, other than traffic signs, in protected areas including the rapid transit right-of-way referred to as the Demised Premises.
5. Prohibition Against Liens. Tenant for itself and its agents are prohibited from placing a lien on the Landlord's property, the Demised Premises.

In the event of breach of any of the above nondiscrimination covenants, Miami-Dade County, Florida shall have the right to terminate the Lease, re-enter and repossess the Demised Premises and hold the same as if said Lease had never been made or issued.

Article 22
Entire Agreement

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto. This Lease may be modified only by an amendment in writing approved by Resolution of the Board of County Commissioners.

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board of County Commissioners, and Tenant has caused this Lease to be executed by its duly authorized officer all on the day and year first herein above written.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

LANDLORD

ATTEST: HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____

Carlos A. Gimenez
County Mayor

Approved as to form and legal sufficiency:

By: Bruce Libhaber
Bruce Libhaber
Assistant County Attorney

Signed in the presence of:

Antoinette Revere

TENANT

SOUTH MIAMI HOSPITAL, INC.,
a Florida non-profit corporation

Print Name: Antoinette Revere

By: Lincoln S. Mendez

Amanda Lindado

Name: Lincoln S. Mendez
As its: Chief Executive Officer

Print Name: Amanda Lindado

Lease Agreement: South Miami Hospital, Inc.

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

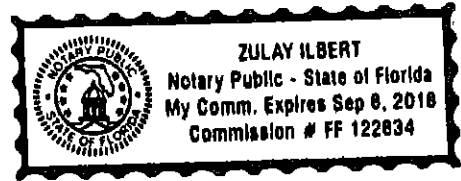
The foregoing instrument was acknowledged before me this 3rd day of February 2016, by Lincoln S. Mendez, as Chief Executive Officer of **SOUTH MIAMI HOSPITAL, INC.**, a Florida non-profit corporation.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Zulay Ilbert

Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:



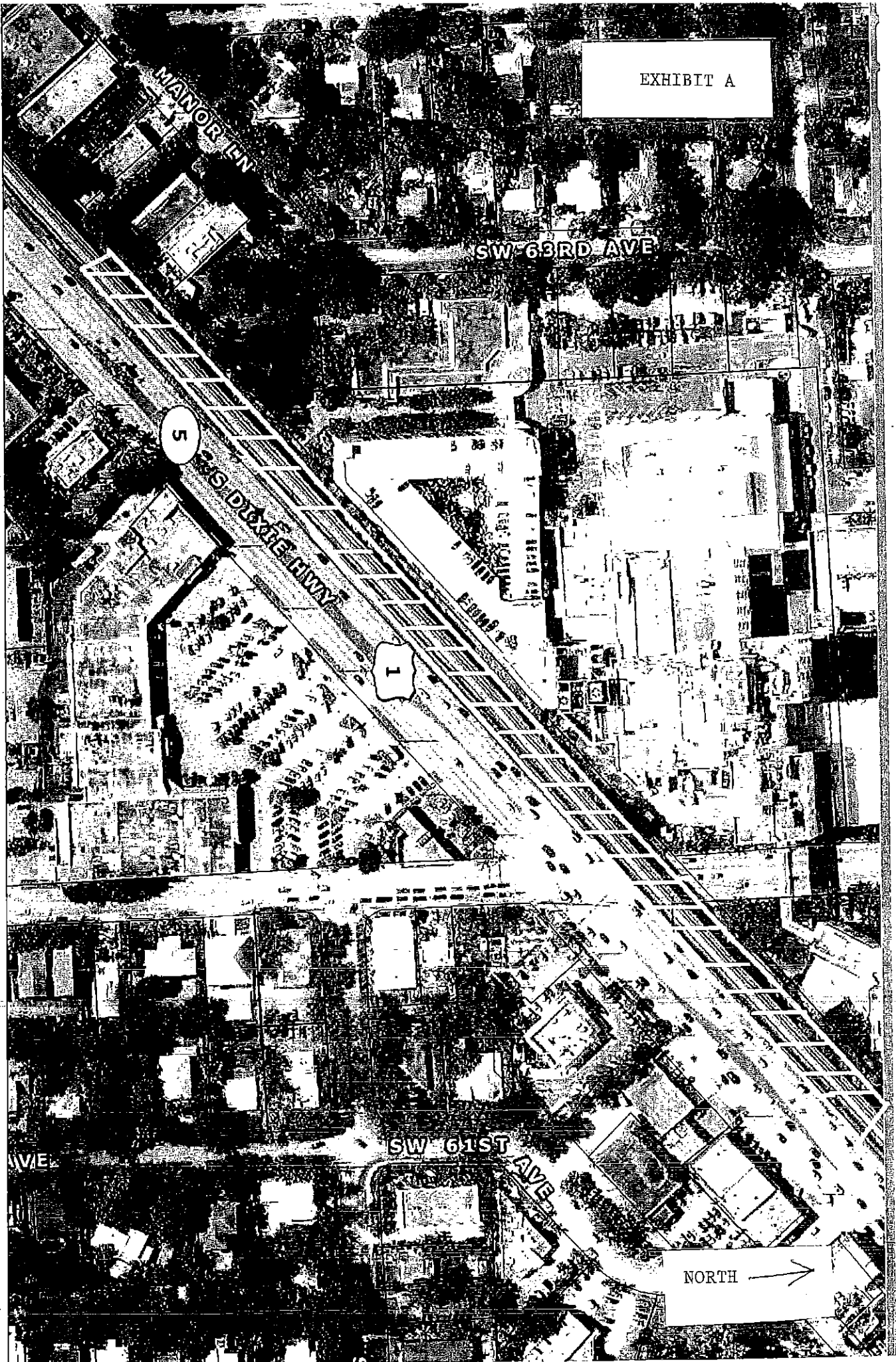
EXHIBITS

Exhibit A:
Sketch of the Demised Premises

Exhibit B:
Legal description of the Driveway

Exhibit C:
Drawing of bike path improvements

EXHIBIT A



5

1

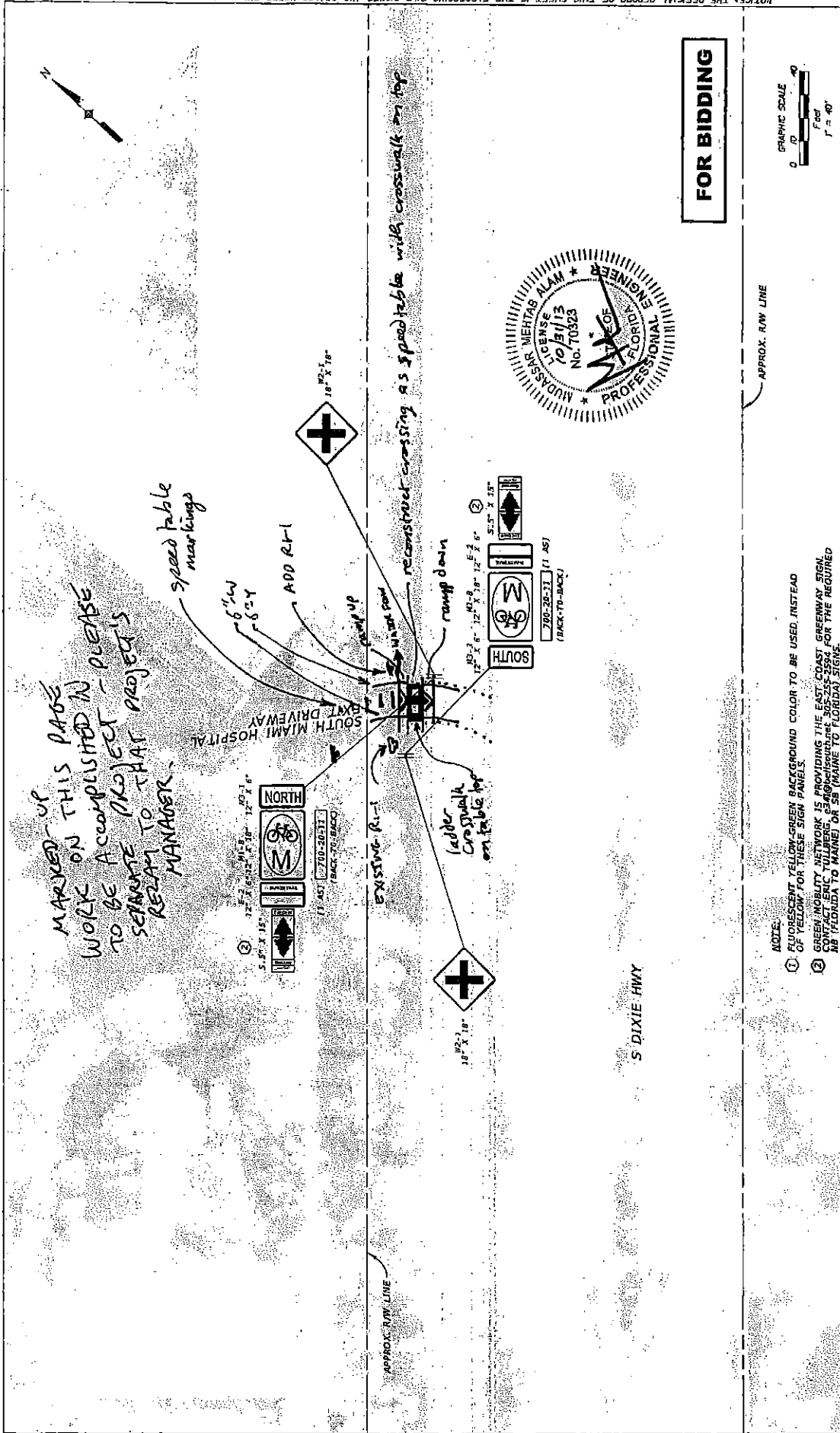
AVE

NORTH →

LEGAL DESCRIPTIONU.S. 1 OUTBOUND DRIVEWAY

Commencing at the Southwest corner of the Northeast $\frac{1}{4}$, Lot 12, Block 3, of "Oak Heights", as recorded in Plat Book 46, Page 64 of the Public Records of Dade County, Florida; thence North $50^{\circ} 54' 56''$ East for 269.06 feet to the Point of Beginning of the following described parcel of land; thence North $50^{\circ} 54' 56''$ East for 47.00 feet; thence South $36^{\circ} 18' 50''$ East for 25.70 feet; thence along a curve to the right having a radius of 76.00 feet, a central angle of $31^{\circ} 12' 59''$, and an arc length of 41.41 feet; thence along a curve to the left having a radius of 4.50 feet, a central angle of $75^{\circ} 47' 51''$, and an arc length of 5.95 feet; thence South $50^{\circ} 54' 56''$ West for 43.25 feet; thence along a curve to the left, tangent to the bearing North $35^{\circ} 44' 15''$ East, having a radius of 43.00 feet, a central angle of $40^{\circ} 50' 06''$, and an arc length of 30.65 feet; thence North $05^{\circ} 05' 51''$ West for 0.42 feet; thence along a curve to the left, having a radius of 54.00 feet, a central angle of $31^{\circ} 20' 41''$, and an arc length of 29.54 feet; thence along a curve to the left, having a radius of 24.50 feet, a central angle of $88^{\circ} 19' 46''$, and an arc length of 37.77 feet to the Point of Beginning, containing 1849 square feet more or less.

OCT87E



MARKED UP WORK ON THIS PAGE TO BE ACCOMPLISHED IN SEPARATE PROJECTS RELAY TO THAT PROJECT'S MANAGER.

- NOTE:
1. FLUORESCENT YELLOW-GREEN BACKGROUND COLOR TO BE USED INSTEAD OF YELLOW FOR THESE SIGN PANELS.
 2. GREEN MOBILITY NETWORK IS PROVIDING THE EAST COAST GREENWAY SIGN CONTRACT ERIC YULLBERG, 2500 UNIVERSITY BLVD, SUITE 300, MIAMI, FL 33134. CONTACT ERIC YULLBERG, 305-255-2554 FOR THE REQUIRED AB (FLORIDA TO MAINE) OR SB (MAINE TO FLORIDA) SIGNS.

Designed by MA	Drawn by AS	Checked by SR	PROJECT NO. 3A
PROJECT METRO RAIL M-PATH IMPROVEMENTS			DRAWING NO. SHEET NO.
CONTRACT NO. CICC-7380 RPO 229878 - 100% SUBMITTAL Kimley-Horn and Associates, Inc. 3000 N.W. 107th Ave., Suite 100 Miami, FL 33177 P.O. Box 12800 Miami, FL 33132			P.C. No. DATE 05/20/2014
MIAMI-DADE COUNTY TRANSIT			PROJECT NO. SHEET NO.