

Approved _____ Mayor _____
Veto _____
Override _____

Agenda Item No. 8(F)(1)(B)
06-05-07

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-666-07

RESOLUTION AUTHORIZING EXECUTION OF A SUBLEASE AGREEMENT FOR STATE-OWNED LAND SITUATED AT 3302-04 N.W. 27 AVENUE, MIAMI, WITH THE STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE TO PROVIDE FOR THE MAINTENANCE AND OPERATION OF FACILITIES FOR USE BY THE ADMINISTRATIVE OFFICE OF THE COURTS AND THE STATE ATTORNEY'S OFFICE; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Sublease Agreement between Miami-Dade County and State of Florida Department of Juvenile Justice for State-owned land situated at 3302-04 N.W. 27 Avenue, Miami, for the maintenance and operation of facilities to be used by the Administrative Office of the Courts and the State Attorney's Office, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Bruno A. Barreiro and upon being put to a vote, the vote was as follows:



MEMORANDUM

(Revised)

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

DATE: June 5, 2007

FROM: Murray A. Greenberg
County Attorney

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

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrian D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. 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

KAY SULLIVAN

Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE

SUBLEASE AGREEMENT

Sublease Number 3281-03

THIS SUBLEASE AGREEMENT is entered into this _____ day of _____ 20__, by and between the STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE, hereinafter referred to as "SUBLESSOR", and MIAMI-DADE COUNTY, hereinafter referred to as "SUBLESSEE".

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as the State of Florida Department of Juvenile Justice under TRUSTEES' Lease Number 3281.
2. DESCRIPTION OF PREMISES: The property subject to this sublease agreement, is situated in the County of Miami-Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. SUBLEASE TERM: The term of this sublease shall be for a period concurrent with Lease Number 3281, unless sooner terminated pursuant to the provisions of this sublease. Expiration of parent lease, 3281 is March 28, 2033.
4. PURPOSE: SUBLESSEE shall manage the subleased premises only for the establishment and operation of a facility for juvenile court hearings, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 7 of this sublease.
5. CONFORMITY: This sublease shall conform to all terms and conditions of TRUSTEES' LEASE NO. 3281 between the TRUSTEES and SUBLESSOR dated March 29, 1983, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.
6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

Memorandum



Date: June 5, 2007

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

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

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of the County Manager.

Subject: Sublease Agreement for State-owned land situated at
3302-04 N.W. 27 Avenue, Miami, with the Florida
Department of Juvenile Justice
Property # 3128-00-00

RECOMMENDATION:

It is recommended that the Board approve the attached resolution authorizing execution of a Sublease Agreement for State-owned land situated at 3302-04 N.W. 27 Avenue, Miami with the Florida Department of Juvenile Justice, which is utilized by the County to house facilities for the State Attorney's Office and the Guardian Ad Litem Program. The Sublease Agreement has been prepared by the State of Florida at the request of the Administrative Office of the Courts, and reviewed by General Services Administration.

PROPERTY: 3302-04 N.W. 27 Avenue, Miami

COMMISSION DISTRICT: 2

COMMISSION DISTRICTS IMPACTED: County-wide

OWNER: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

LESSEE: Florida Department of Juvenile Justice

OWNER'S TRACK RECORD: No record for the Florida Department of Juvenile Justice exists on file with the Department of Business Development.

USE: 27,148 square feet of State-owned vacant land.

JUSTIFICATION: The Administrative Office of the Courts has a continuing need to sublet this land from the State of Florida in order to maintain and operate a modular office building of approximately 13,480 square feet for the use of the State Attorney's Office and the Guardian Ad Litem Program. The County has been operating at this location since October 1986.

LEASE TERM: Twenty-six years with no renewal option periods.

RENTAL RATE: The County shall pay an annual administrative fee of \$300.

FINANCIAL IMPACT:

The total financial impact for the first lease year is estimated to be \$41,728.00, which is calculated as follows:

	<u>Total Dollars</u>
<u>Annual Rent</u>	None
<u>Indirect Expense:</u>	
State Administrative Fee	\$ 300.00
Utilities	22,096.00
Janitorial/Custodial/Maintenance	<u>19,332.00</u>
Total Cost, first year	\$ 41,728.00

SUBLEASE CONDITIONS:

The County is responsible for the interior and exterior repair and/or maintenance of the building, utilities, assessments, janitorial, and security services. Landlord is responsible for maintaining landscape and grounds.

EFFECTIVE DATES:

Commencing upon the effective date of the resolution of the Board of County Commissioners approving this sublease agreement and terminating March 28, 2033.

FUNDING SOURCE:

This item has been budgeted with Judicial Administration Funds.

CANCELLATION PROVISION:

County may cancel this agreement by giving 180 days prior written notice.

CURRENT LEASE:

The current lease was approved by the Board on October 28, 1986, by Resolution No. R-1480-86. The lease commenced on November 1, 1986 for ten years with successive one-year renewal options.

**OTHER PROPERTIES
EVALUATED:**

There are no other leased locations with space available at no cost.

MONITOR:

Tania Llado, Chief Real Estate Officer



Assistant County Manager

7. LAND USE PLAN: SUBLESSEE shall prepare and submit a Land Use Plan for the subleased premises in accordance with Section 253.034, Florida Statutes, within twelve months of the effective date of this sublease. The Management Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Management Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the subleased premises. The Management Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of the TRUSTEES and SUBLESSOR. The Management Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any

and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. PLACEMENT AND REMOVAL OF EQUIPMENT: All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR.

Removable equipment placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. INSURANCE REQUIREMENTS: During the term of this sublease, SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. Such policies of insurance shall name SUBLESSEE, the TRUSTEES, SUBLESSOR and the State of Florida as additional insureds.

SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, SUBLESSEE shall self-insure these coverages. The insurer must possess a minimum current rating of B+ Class VIII in "Bests Key Rating Guide". Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage.

SUBLESSEE further agrees to immediately notify SUBLESSOR, the TRUSTEES and the insurer of any erection or removal of any structure or other fixed improvement on the subleased premises and any changes affecting the value of any improvements and to request said insurer to make adequate changes in the

coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 760.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

15. TIME: Time is expressly declared to be of the essence of this sublease.

16. NON-DISCRIMINATION: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

17. UTILITY FEES: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

18. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and

all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

19. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

20. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

21. NOTICES: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: _____

SUBLESSEE: _____

22. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises and attorneys' fees or maintain this

sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

21. DAMAGE TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by

governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

24. ENVIRONMENTAL AUDIT: At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. BEST MANAGEMENT PRACTICES: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(b), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

27. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

28. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

29. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

32. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

33. SUBSUBLEASES: This sublease is for the purposes specified herein and any subsubleases of any nature are prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

34. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

35. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

36. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.

37. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

38. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

39. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the

period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

40. SPECIAL CONDITIONS: The following special conditions shall apply to this sublease.

IN WITNESS WHEREOF, the parties have caused this sublease to be executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE

By: _____ (SEAL)

Witness _____

Print/Type Witness Name _____

Print/Type Name _____

Title: _____

Witness _____

Print/Type Witness Name _____

"SUBLESSOR"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____, as _____, State of Florida Department of Juvenile Justice who is/are personally known to me or who produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name _____

Commission Number: _____

Commission Expires: _____

15

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

By: _____ (SEAL)

Witness _____

Print/Type Witness Name _____

Print/Type Name _____

Title: _____

Witness _____

Print/Type Witness Name _____

(OFFICIAL SEAL)

Attest: _____

Print/Type Name _____

Title: _____

"SUBLESSEE"

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ and _____, as _____, respectively, on behalf of the Board of County Commissioners of Miami-Dade County, Florida. They are personally known to me or produced _____ as identification.

Notary Public, State of Florida _____

Print/Type Notary Name _____

Commission Number: _____

Commission Expires: _____

CONSENT

Consented to by the TRUSTEES on _____ day of _____, 20____

Gloria C. Barber, Operations and
Management Consultant Manager,
Bureau of Public Land Administration
Division of State Lands,
State of Florida Department of
Environmental Protection

Approved as to Form and Legality

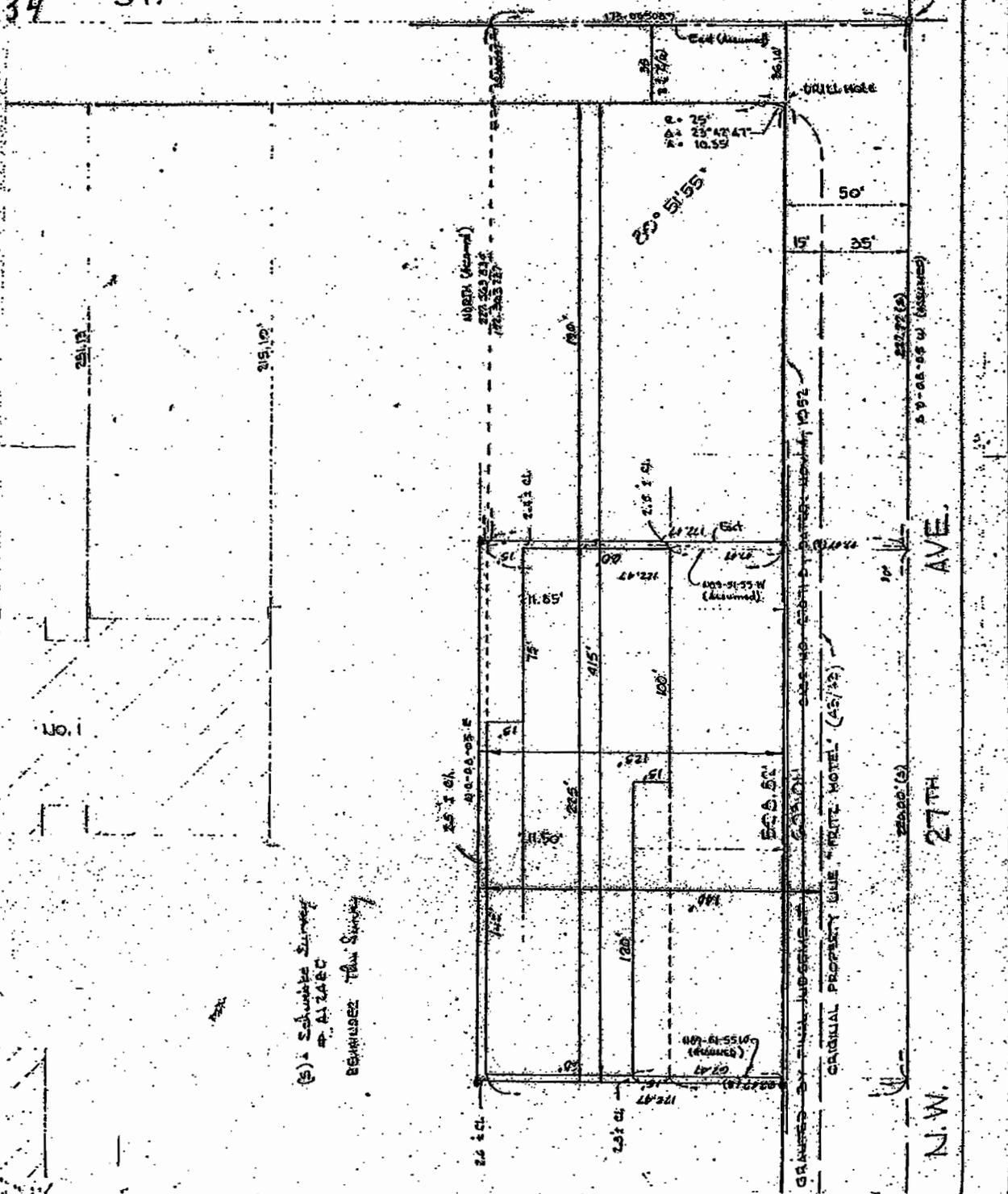
By: _____
DEP Attorney

Exhibit

The South 225.00 feet of the North 415.00 feet of the West 125.00 feet of the East 140.00 feet of FRITZ HOTEL, according to the plat thereof recorded in Plat Book 43 at Page 43 of the Public Records of Dade County, Florida

N.E. COR.
SE 1/4, NE 1/4, NE 1/4,
SEC. 26-53-41

34 ST.



(S) - Schwabke Survey
A12AEC
BEHAVIOR TBA Survey

EXHIBIT 'A'

Exhibit B

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT

P. D. 98

TRUST FUND

(8) 3281

AMENDMENT TO SUBLEASE #3281-1

THIS AMENDMENT TO SUBLEASE #3281-1 is entered into this 11th day of November, 1998, by and between the STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE (successor to the State of Florida, Department of Health and Rehabilitative Services), hereinafter referred to as "LANDLORD", and METRO DADE COUNTY, FLORIDA, hereinafter referred to as "TENANT";

28
535
41E

WITNESSETH

WHEREAS, on February 11, 1987, LANDLORD and TENANT entered into that Sublease Agreement #3281-1 attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, LANDLORD and TENANT desire to extend the term of said Sublease Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The date of termination of the Sublease Agreement is hereby extended to October 31, 2006.
2. Article XIV of the Sublease Agreement is hereby deleted in its entirety.
3. It is understood and agreed by LANDLORD and TENANT that in each and every respect the terms of the Sublease Agreement, except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LANDLORD and TENANT.

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IN WITNESS WHEREOF, the parties have caused this Amendment to Sublease Agreement #3281-1 to be executed on the day and year first above written.

STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE

x Marilyn Barnes
Witness
Marilyn Barnes
Print/Type Witness Name

By: x Rex Uberman
Rex Uberman
Deputy Secretary

x Mary E. Echols
Witness
Mary E. Echols
Print/Type Witness Name

"LANDLORD"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16 day of November, 1998, by Rex Uberman, as DSO, on behalf of State of Florida, Department of Juvenile Justice. He/she is personally known to me.

x Deborah G. Metcalf
Notary Public, State of Florida Dept. of Juvenile Justice

Deborah G. Metcalf
Print/Type Notary Name

Commission Expires: _____

Commission Number: _____



DADE COUNTY, FLORIDA
By its Board of County
Commissioners

[Signature]
Witness
STEVE LEWIS ROO
Print/Type Witness Name

[Signature]
Witness
H. PEREZ
Print/Type Witness Name

By: [Signature] (SEAL)
SM TORRIENTE
Print/Type Name

Title: EXECUTIVE ASSISTANT

Attest: [Signature]
Elizabeth Adorno
Print/Type Name

Title: Deputy Clerk
(OFFICIAL SEAL)



STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 15 day of SEPT., 1998, by SM TORRIENTE, and Elizabeth Adorno, as Executive Assistant and DEPUTY CLERK, respectively, on behalf of the Board of County Commissioners of Dade County, Florida. They are personally known to me or produced _____ as identification.

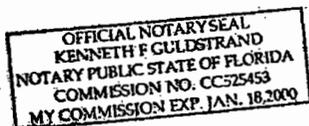
Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney
Date 6/8/98

[Signature]
Notary Public, State of Florida
KENNETH F. GOLDSTRAND
Print/Type Notary Name

Commission Number:

Commission Expires:



Consented to by the Board of Trustees of the Internal Improvement Trust Fund on the 5th day of February, 1999

[Signature]
Daniel T. Crabb, Chief,
Bureau of Land Management
Services, Division of State Lands,
Department of Environmental
Protection

Approved as to Form and Legality

By: [Signature]
DEP. Attorney

EXHIBIT "A"

LEASE AGREEMENT

3281-1

This Lease Agreement, made on the 11th day of FEBRUARY 1977, by and between DADE COUNTY, political subdivision of the State of Florida, hereinafter called the "TENANT", and State of Florida, Department of Health and Rehabilitative Services, hereinafter called the "LANDLORD",

W I T N E S S E T H:

That the LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to the TENANT, and the TENANT hereby agrees to hire from the LANDLORD,

Approximately 27,148 square feet of State-owned land situated at 3302-04 N.W. 27 Avenue, Miami, for construction of a County-owned one-storey pre-fab modular office building of approximately 13,480 square feet. 0.623 A.

TO HAVE AND TO HOLD unto the said TENANT for a term of ten (10) years, commencing November 1, 1986, and terminating October 31, 1996, for and at a rental of One and No/100 (\$1.00) Dollars, each year, payable at 133 Larson Building, 200 E. Gaines Street, Tallahassee, Florida 32301, or at such other place and to such other person as the LANDLORD may from time to time designate in writing.

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

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by the TENANT for the performance of County business by County departments, agencies and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF PREMISES

The TENANT hereby accepts the premises in the condition they are in at the beginning of this Lease.

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ARTICLE III
UTILITIES

The TENANT, during the term hereof, shall pay all charges for electricity and water used by the TENANT. The TENANT agrees to have a Separate telephone system installed for its use and shall pay all costs for telephone service.

ARTICLE IV
MAINTENANCE

The TENANT agrees to maintain and keep in good repair, condition and appearance during the term of this Lease, or of any extension or renewal thereof, the exterior of the building, and the following:

- Interior of the building
- Roof and roof leaks
- Central air-conditioning and heating equipment
- Plumbing and electrical lines
- Trash and garbage services
- Janitorial and custodial services
- Security service

The LANDLORD shall be responsible for landscaping and grounds maintenance.

ARTICLE V
DESTRUCTION OF PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of the TENANT, either party may cancel this Lease by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the TENANT shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, the TENANT shall be liable for rents only until the date of such fire, windstorm or other casualty. The TENANT shall not be liable for rent during such period of time as the premises shall be totally untenable by reason of fire, windstorm or other casualty.

ARTICLE VI
ASSIGNMENT

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

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the premises above described shall be at the risk of the TENANT or the owner thereof. The LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence 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 the LANDLORD, the cost of painting to be paid by the TENANT. All signs shall be removed by TENANT at termination of this Lease and any damage or unsightly condition caused to building or land because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE IX
LIABILITY FOR DAMAGE OR INJURY

The LANDLORD shall not be liable for any damage or injury which may be sustained by the TENANT or any persons on the demised premises, other than damage or injury resulting from the carelessness, negligence or improper conduct on the part of the LANDLORD, its agents or employees or failure of the LANDLORD to perform its covenants under this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

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

ARTICLE XI
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease or any extension thereof, said leased land in as good condition as said land were at the beginning of the term of this Lease.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

To the extent provided by law, Florida State Statute 284.30 and 768.28, governing State Agency Liability, the TENANT does hereby agree to indemnify and save the LANDLORD harmless from any and all claims, liability, losses and causes of action which may arise solely as a result of the TENANT's negligence however, nothing in this Section shall indemnify the LANDLORD for any liability or claim arising out of the negligence performance or failure of performance required of the LANDLORD or as a result of the negligence of any third party.

ARTICLE XIII
SUCCESSORS IN INTEREST

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

ARTICLE XIV
OPTION TO RENEW

Provided this Lease is not otherwise in default, the TENANT is hereby granted the option to extend this Lease for successive one (1) year renewal periods upon the same terms and conditions, except for a joint review to determine as to the future of the structure.

Exhibit A
Page 7 of 11
Amendment to sublease 3281-01

ARTICLE XV
CANCELLATION

Either party, the TENANT, through its County Manager or his designee, shall have the right to cancel this Lease Agreement at any time by giving the other at least 120 days written notice prior to its effective date.

ARTICLE XVI
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to TENANT and mailed or delivered to the Director, General Services Administration, 111 N.W. First Street, Suite 2410, Miami, Florida 33128-1988, shall constitute sufficient notice to the TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address of the LANDLORD, Department of Health and Rehabilitative Services, 133 Larson Building, 200 E. Gaines Street, Tallahassee, Florida 32301, shall constitute sufficient notice to the LANDLORD, to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

ARTICLE XVII
ADDITIONAL PROVISIONS

Within the term of ten (10) years of occupancy, if mutually agreed to between the LANDLORD and TENANT, the TENANT will remove said interim building. In the event of removal, TENANT agrees to pay the cost and any unsightly condition caused to grounds because of or due to said building shall be satisfactorily corrected by TENANT.

At any time mutually agreed to during the term of this Lease Agreement, and any extension thereof, the County can enter into negotiations to transfer ownership of said modular building to the State of Florida.

Without the written consent of LANDLORD first obtained, the TENANT shall not change or alter use of grounds.

ARTICLE XVIII
WRITTEN AGREEMENT

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

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



ATTEST:

RICHARD P. BRINKER, CLERK

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: *Richard P. Brinker*
Deputy Clerk

By: *Sergio Pereira*
Sergio Pereira, ^{FOR THE} COUNTY MANAGER (TENANT)

Signed, Sealed and Delivered
in the presence of:

STATE OF FLORIDA DEPARTMENT OF HEALTH
AND REHABILITATIVE SERVICES

Franchie M. Youn
Leshi M. Gray

By: *Gregory L. Coler*
Gregory L. Coler (LANDLORD)
Secretary

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL
DEPARTMENT OF HEALTH & REHABILITATIVE SERVICES

By: *Al Powell*

Approval Date: *2-10-87*

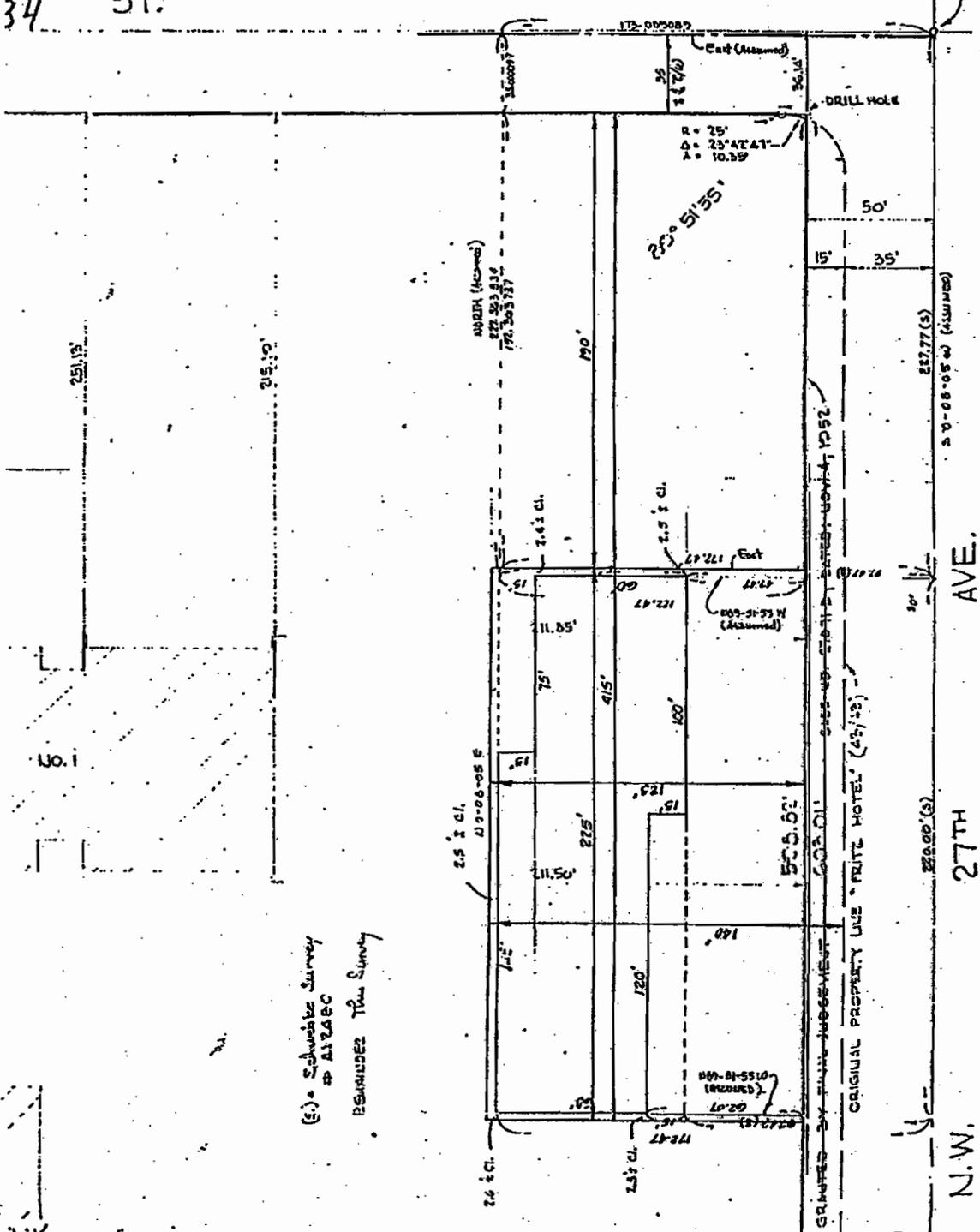
26

The South 225.00 feet of the North 415.00 feet of the West 125.00 feet of the East 140.00 feet of FRITZ HOTEL, according to the plat thereof recorded in Plat Book 43 at Page 43 of the Public Records of Dade County, Florida, containing 51,875 square feet more or less.

34

ST.

N.E. COR.
SE 1/4, NE 1/4, E 1/4,
SEC. 28-33-41



(S) - Schwartz Survey
A128C
REMARKS THE SURVEY

27TH AVE.

27TH

N.W.

27

CONC. FILLED POST DETAIL

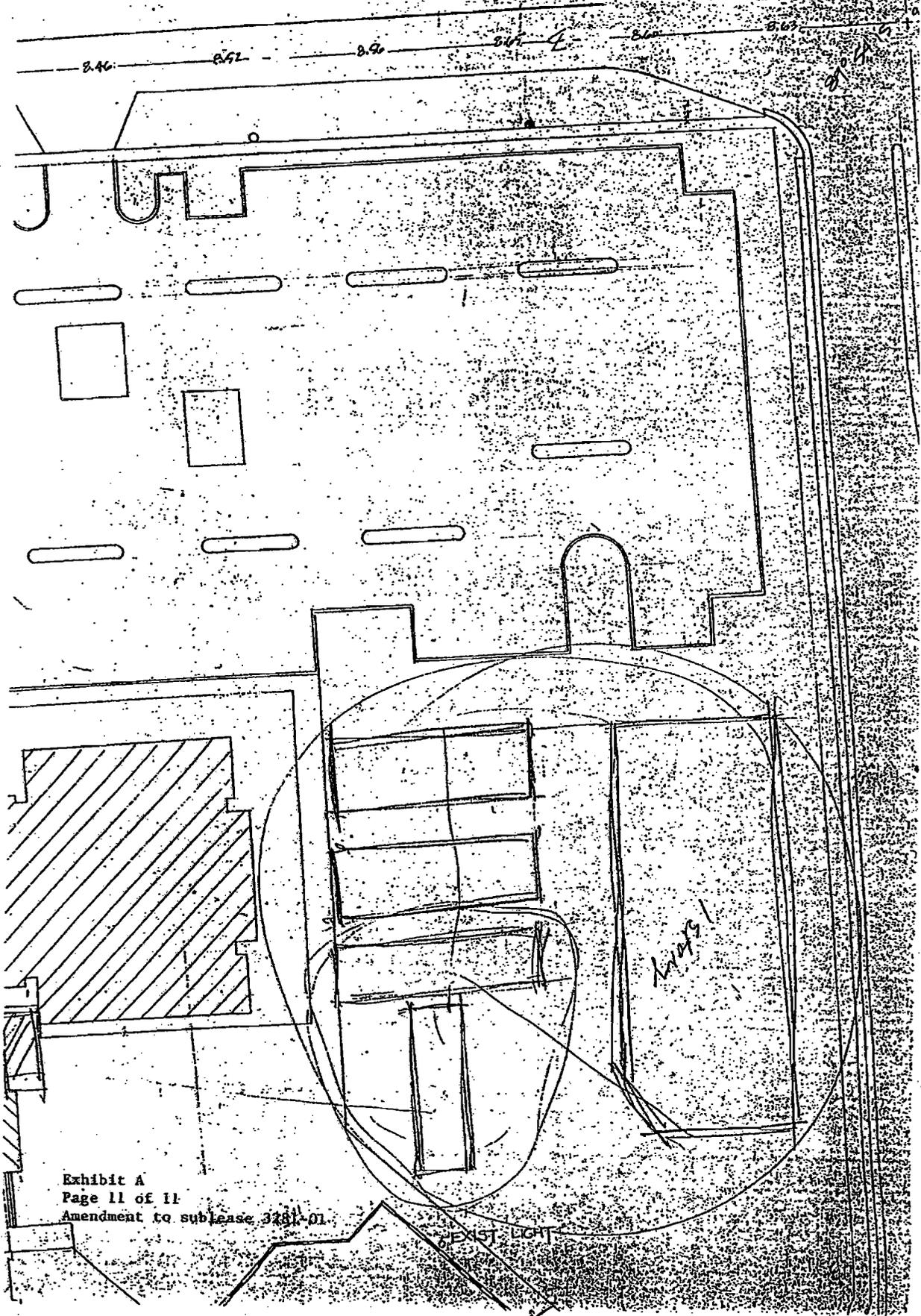


Exhibit A
Page 11 of 11
Amendment to sublease 3281-01

EXIST. LOT

28

OFIF
4-27-99
R-419-99

OAS1

DEPARTMENT OF JUVENILE JUSTICE
OF THE STATE OF FLORIDA

3281

(7) 3281

SUBLEASE AGREEMENT

Sublease Number 3281-02

THIS SUBLEASE AGREEMENT is entered into this 29th day of June 1999, by and between STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE (successor to the State of Florida, Department of Health and Rehabilitative Services), hereinafter referred to as "SUBLESSOR", and DADE COUNTY, FLORIDA, hereinafter referred to as "SUBLESSEE".

WITNESSETH

In consideration of the covenants and conditions set forth herein SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TRUSTEES) and is currently managed by SUBLESSOR as a juvenile justice center under TRUSTEES' Lease Number 3281.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease agreement, is situated in the County of Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **SUBLEASE TERM:** The term of this sublease shall commence on June 29, 1999 and end on March 29, 2033, or the termination of TRUSTEES' Lease No. 3281, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the establishment and operation of a Dade County office building along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease.
5. **CONFORMITY:** This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated March 29, 1983, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees

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53S
41E

prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this sublease. The Management Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Management Plan is approved.

SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing the development and Management Plan for the subleased premises. The Management Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES at least every five years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of the TRUSTEES and

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SUBLESSOR. The Management Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

8. **ASSIGNMENT:** This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. **RIGHT OF INSPECTION:** The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. **PLACEMENT AND REMOVAL OF EQUIPMENT:** All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. **INSURANCE REQUIREMENTS:** During the term of this sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. Such policies of insurance shall name SUBLESSEE, the TRUSTEES, SUBLESSOR and the State of Florida as coinsureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of

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this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE further agrees to immediately notify SUBLESSOR, the TRUSTEES and the insurer of any erection or removal of any structure or other fixed improvement on the subleased premises and any changes affecting the value of any improvements and to request said insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. **LIABILITY:** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. **PAYMENT OF TAXES AND ASSESSMENTS:** SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. **NO WAIVER OF BREACH:** The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth

in writing, signed by SUBLESSOR.

15. TIME: Time is expressly declared to be of the essence of this sublease.

16. NON-DISCRIMINATION: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

17. UTILITY FEES: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

18. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

19. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

20. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

21. NOTICES: All notices given under this sublease shall be in writing and shall be served

by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Department of Juvenile Justice
Facility Services
2737 Centerview Drive
Tallahassee, Florida 32399-3100

SUBLESSEE: Metro Dade
General Services Administration
111 N. W. 1st. Street, Suite 2460
Miami, Florida 33128-1907

22. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises and attorneys' fees or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

23. DAMAGE TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined

by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant.

"Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon SUBLESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in paragraph 12 of this sublease, nor upon any other obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

24. ENVIRONMENTAL AUDIT: At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in

accordance with the Department of Environmental Protection, Division of State Land's standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. **SURRENDER OF PREMISES:** Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the abandonment of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the abandonment. Upon such abandonment, this sublease shall terminate and SUBLESSEE'S obligations and duties hereunder shall expire. Upon abandonment of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. **BEST MANAGEMENT PRACTICES:** SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

27. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize any use of

lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

28. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

29. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

32. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

33. SUBSUBLEASES: This sublease is for the purposes specified herein and any subsubleases of any nature are prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

34. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a

state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

35. **COMPLIANCE WITH LAWS:** SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

36. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.

37. **GOVERNING LAW:** This sublease shall be governed by and interpreted according to the laws of the State of Florida.

38. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

39. **ADMINISTRATIVE FEE:** SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

IN WITNESS WHEREOF, the parties have cause this sublease to be executed on the

day and year first above written.

STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE

X Alyc Millender
Witness
Sonia Millender
Print/Type Witness Name

By: X Francisco Alarcon (SEAL)
Francisco J Alarcon
Print/Type Name

X Daisy Hogan
Witness
Daisy Hogan
Print/Type Witness Name

Its: X Deputy Secretary

"SUBLESSOR"

STATE OF FL
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 21 day of June, 1999, by Francisco J. Alarcon, as Deputy Secretary, State of Florida Department of Juvenile Justice, who is personally known to me or who produced _____ as identification.

Carolynn W. Watson
Notary Public, State of Florida

CAROLYNN W. WATSON
Print/Type Notary Name

Commission Number: CC828660

Commission Expires: 5/2/03

(SEAL)



[Signature]
Witness
JACK LEWIN
Print/Type Witness Name

[Signature]
Witness
JOSEPH H. SWER
Print/Type Witness Name



DADE COUNTY, FLORIDA
By its Board of County Commissioners

By: [Signature] (SEAL)
for M.R. STIERHEIM
Print/Type Name

Title: COUNTY MANAGER

Attest: [Signature]
ELIZABETH ADORNO
Print/Type Name

Title: DEPUTY CLERK
(OFFICIAL SEAL)

"SUBLESSEE"

STATE OF FL
COUNTY OF MIAMI-DADE

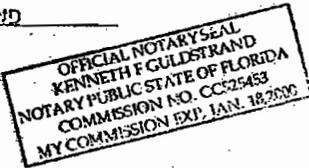
The foregoing instrument was acknowledged before me this 11 day of MAY, 1999, by Alina T. Hudak, and E. Adorno as Sr. Assistant and Deputy Clerk, respectively, on behalf of the Board of County Commissioners of Dade County, Florida. They are personally known to me or produced _____ as identification.

[Signature]
Notary Public, State of Florida
KENNETH F. GULDSTRAND
Print/Type Notary Name

(SEAL)

Commission Number:

Commission Expires:



Consented to by the TRUSTEES on 29th day of June, 1999

* Bruce Staskiewics
Sr. Mgmt. Analyst II

* [Signature] for
Daniel T. Crabb, Chief,
Bureau of Public Land Administration
Division of State Lands,
Department of Environmental Protection

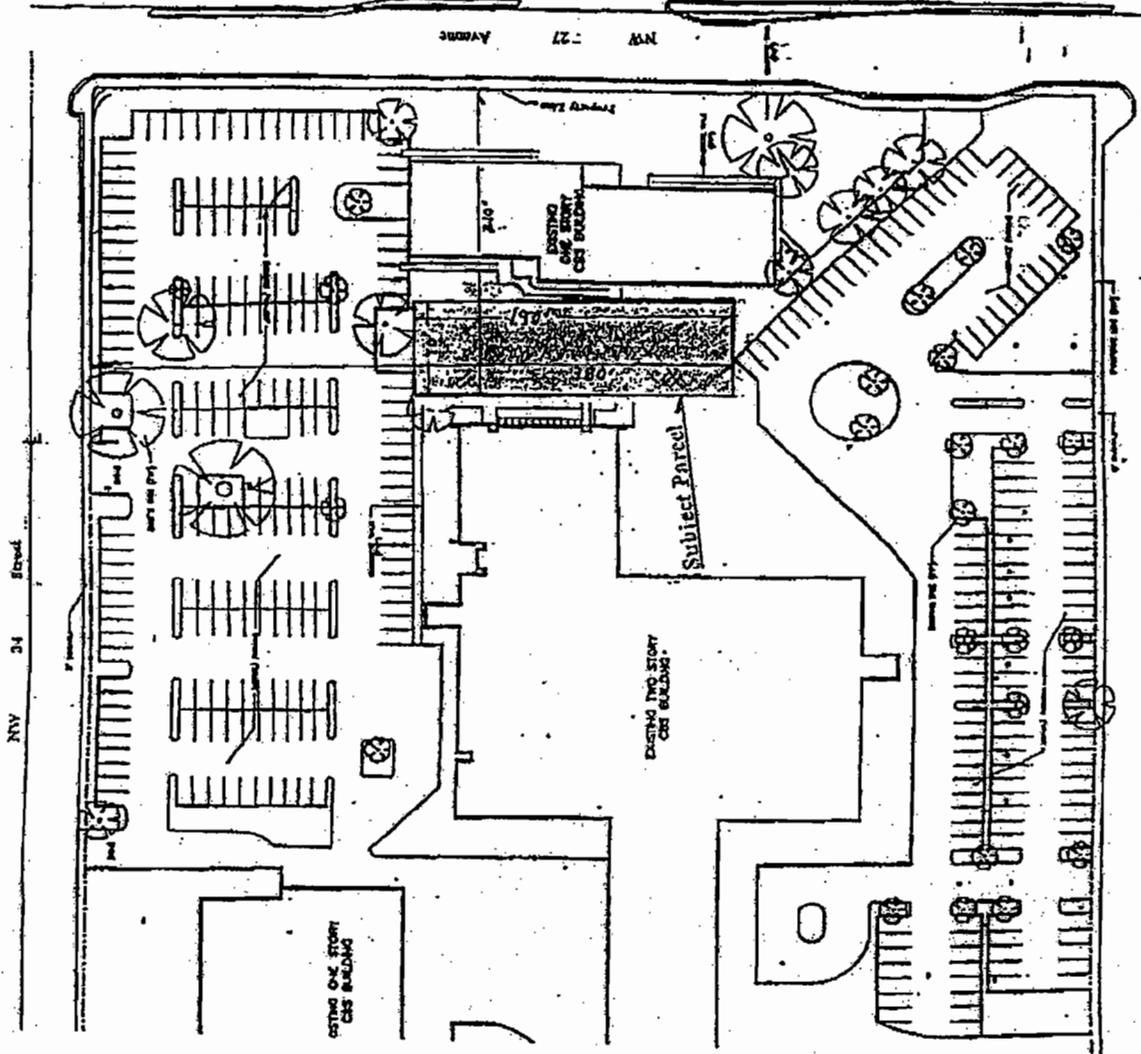
Approved as to Form and Legality

By: [Signature]
DEP Attorney

EXHIBIT "A"

Legal Description:

The South 190.00 feet of the North 380.00 feet of the West 70 feet of the East 210 feet of FRUITZ HOTEL, according to the plat thereof recorded in Plat Book 41 at Page 43 of the Public Records of Miami-Dade County, Florida, containing 13,300 square feet more or less.



BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

No. 3281

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, as LESSOR, and the STATE OF FLORIDA DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described premises in the County of Dade, State of Florida; together with the improvements thereon (if applicable), viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of fifty (50) years for a juvenile justice center.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for a juvenile justice center.

Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the lessor from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement to the extent allowable by law.

6. The lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

7. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

8. The lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

9. The lessee is hereby authorized to grant utility easements which will be necessary to service authorized facilities located within the leased premises. Copies of any such easements granted shall be filed timely with the lessor.

10. This agreement is for the purposes specified herein, and subleases of any nature, excepting utility easements incident to authorized facilities, (Provision 9), are prohibited, unless previously authorized by the lessor.

No. 3281

11. Upon cessation of occupation of said property, the lessee agrees to leave all fixed improvements for the use of the lessor and to put no claim upon said fixed improvements; or, at the option of the lessor, the lessee agrees to remove any or all improvements on the property at the lessee's expense.

12. Execution of this agreement in no way affects the lessee's obligations pursuant to Chapter 267, Florida Statutes.

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund, has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 29th day of March, A.D. 1983.



By: James W. Markland
DIRECTOR, DIVISION OF STATE LANDS
AGENT FOR THE BOARD OF TRUSTEES
OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

By: James A. Cotter

John P. Williams

No. 3281

EXHIBIT "A"

All of the Fritz Hotel, a subdivision in the Northeast Quarter of Section 28, Township 53 South, Range 41 East, according to the plat thereof recorded in Plat Book 43 at Page 43 of the Public Records of Dade County, Florida, less property deeded or condemned for street purposes.

28
53S
41E

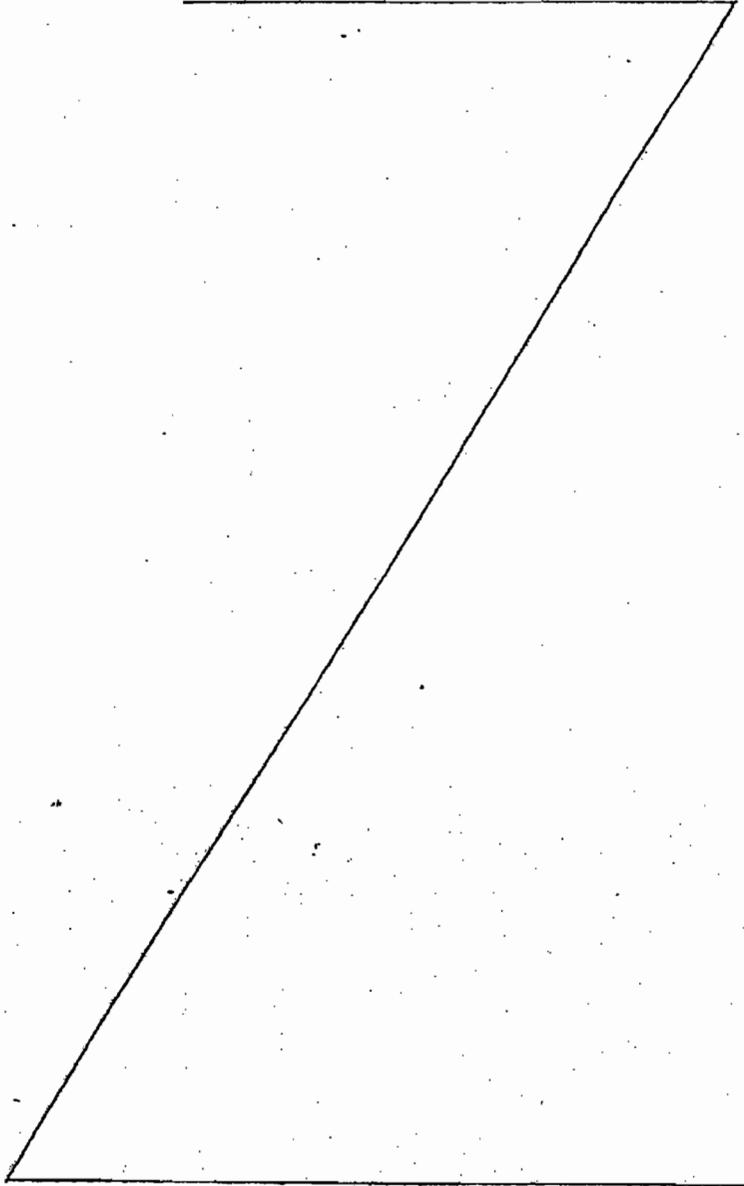


Exhibit "B"
Page 17 of 17 Pages
Sublease No. 3281-02

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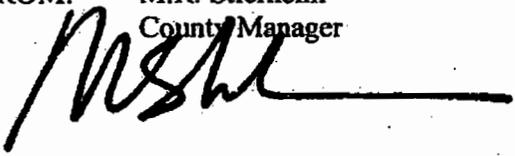
MEMORANDUM

Agenda Item No. 6(F)(1)(F)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: April 27, 1999

FROM: M.R. Stierheim
County Manager



SUBJECT: Sub-Lease Agreement at
3302 N.W. 27 Avenue with
the State of Florida, Department
of Juvenile Justice for the
Administrative Office of the
Courts

The attached Lease Agreement has been prepared by the State of Florida, Department of Juvenile Justice and reviewed by General Services Administration at the request of the Administrative Office of the Courts and is recommended for approval.

PROPERTY: 3302 N.W. 27 Avenue, Miami.

OWNER: State of Florida, Board of Trustees of the Internal Improvement Trust Fund.

TENANT: State of Florida, Department of Juvenile Justice.

SUB-TENANT: The Administrative Office of the Courts (AOC).

USE: 13,300 square feet of vacant land lying adjacent to the State-owned Justice Center, to the west, and an existing County-owned modular building, to the east. (See sketch attached to the agreement.)

JUSTIFICATION: There are currently four trailers located on this parcel, purchased and installed by the County in the 1980's. Because of severe overcrowding in the existing County modular building as well as the age, condition and inefficient space utilization of the trailers, the AOC has a need to remove the trailers and construct a new multi-story office building. Construction is anticipated to begin October 13, 1999, with occupancy to occur by August 27, 2000.

Honorable Chairperson and Members
Board of County Commissioners
Page 2

LEASE TERM: Thirty-four years with no additional renewal option periods.

RENTAL RATE: Annual rent is an administrative fee of \$300.00.

LEASE CONDITIONS: The County accepts the leased premises in "as is" condition and is responsible for all utilities and maintenance cost.

EFFECTIVE DATES: Upon approval by the Board unless vetoed by the Mayor and terminating March 29, 2033.

CANCELLATION PROVISION: Either party may cancel by giving 120 written notice or upon termination of the lease between the Board of Trustee of the Internal Improvement Trust Fund and the Department of Juvenile Justice.

FUNDING SOURCE: Criminal Justice Bond Fund (proceeds and interest) and Court Facilities Improvement Fund.

OTHER PROPERTIES EVALUATED: None, as the facility must be in close proximity to the existing modular building and the juvenile courts.

COMMENTS: At termination of the lease, all improvements become the property of the State of Florida with no compensation or, at the State's option, the County will remove all improvements at the County's expense.

Approved _____ Mayor

Veto _____

Override _____

RESOLUTION NO. R-419-99

RESOLUTION AUTHORIZING EXECUTION OF A SUB-LEASE AGREEMENT WITH THE STATE OF THE FLORIDA, DEPARTMENT OF JUVENILE JUSTICE TO THE LEASE AGREEMENT BETWEEN THE STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND AND THE STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE, FOR VACANT LAND LOCATED AT 3302 N.W. 27 AVENUE TO BE UTILIZED BY THE ADMINISTRATIVE OFFICE OF THE COURTS; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Sub-Lease Agreement between Miami-Dade County and the State of Florida, Department of Juvenile Justice to the lease agreement between the State of Florida Board of Trustees of the Internal Improvement Trust Fund and the State of Florida, Department of Juvenile Justice for vacant land to be utilized by the Administrative Office of the Courts, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and authorizes the County Manager to exercise any and all other rights conferred therein.

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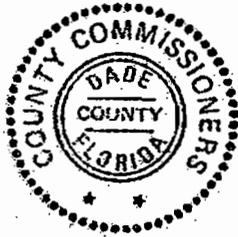
The foregoing resolution was offered by Commissioner **Dennis C. Moss**

, who moved its adoption. The motion was seconded by Commissioner

~~orcin D. Rolle~~ and upon being put to a vote, the vote was as follows:

Dr. Miriam Alonso	aye	Bruno A. Barreiro	aye
Dr. Barbara M. Carey-Shuler	aye	Miguel Diaz de la Portilla	aye
Betty T. Ferguson	absent	Gwen Margolis	aye
Natacha Seijas Millán	aye	Jimmy L. Morales	aye
Dennis C. Moss	aye	Pedro Reboredo	absent
Dorin D. Rolle	aye	Katy Sorenson	aye
Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of April, 1999. 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.



Approved by the County Attorney as
to form and legal sufficiency. *TR*

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

HARVEY RUVIN, CLERK
KAY SULLIVAN

By: _____
Deputy Clerk

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OAS1

DEPARTMENT OF JUVENILE JUSTICE
OF THE STATE OF FLORIDA

SUBLEASE AGREEMENT

Sublease Number 3281-02

THIS SUBLEASE AGREEMENT is entered into this _____ day of _____ 19____, by and between STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE (successor to the State of Florida, Department of Health and Rehabilitative Services), hereinafter referred to as "SUBLESSOR", and DADE COUNTY, FLORIDA, hereinafter referred to as "SUBLESSEE".

WITNESSETH

In consideration of the covenants and conditions set forth herein SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TRUSTEES) and is currently managed by SUBLESSOR as a juvenile justice center under TRUSTEES' Lease Number 3281.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease agreement, is situated in the County of Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **SUBLEASE TERM:** The term of this sublease shall commence on _____ and end on March 29, 2033, or the termination of TRUSTEES' Lease No. 3281, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the establishment and operation of a Dade County office building along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease.
5. **CONFORMITY:** This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated March 29, 1983, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees

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prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this sublease. The Management Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Management Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing the development and Management Plan for the subleased premises. The Management Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES at least every five years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of the TRUSTEES and

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SUBLESSOR. The Management Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. PLACEMENT AND REMOVAL OF EQUIPMENT: All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. INSURANCE REQUIREMENTS: During the term of this sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. Such policies of insurance shall name SUBLESSEE, the TRUSTEES, SUBLESSOR and the State of Florida as coinsureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of

this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE further agrees to immediately notify SUBLESSOR, the TRUSTEES and the insurer of any erection or removal of any structure or other fixed improvement on the subleased premises and any changes affecting the value of any improvements and to request said insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth

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in writing, signed by SUBLESSOR.

15. TIME: Time is expressly declared to be of the essence of this sublease.

16. NON-DISCRIMINATION: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

17. UTILITY FEES: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

18. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

19. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

20. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

21. NOTICES: All notices given under this sublease shall be in writing and shall be served

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by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Department of Juvenile Justice
Facility Services
2737 Centerview Drive
Tallahassee, Florida 32399-3100

SUBLESSEE: Metro Dade
General Services Administration
111 N. W. 1st. Street, Suite 2460
Miami, Florida 33128-1907

22. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises and attorneys' fees or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

23. DAMAGE TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined

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by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant.

"Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon SUBLESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in paragraph 12 of this sublease, nor upon any other obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

24. **ENVIRONMENTAL AUDIT:** At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in

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accordance with the Department of Environmental Protection, Division of State Land's standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. **SURRENDER OF PREMISES:** Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the abandonment of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the abandonment. Upon such abandonment, this sublease shall terminate and SUBLESSEE'S obligations and duties hereunder shall expire. Upon abandonment of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. **BEST MANAGEMENT PRACTICES:** SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

27. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize any use of

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lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

28. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

29. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

32. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

33. SUBSUBLEASES: This sublease is for the purposes specified herein and any subsubleases of any nature are prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

34. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a

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state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

35. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

36. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.

37. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

38. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

39. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

IN WITNESS WHEREOF, the parties have cause this sublease to be executed on the

day and year first above written.

STATE OF FLORIDA DEPARTMENT OF
JUVENILE JUSTICE

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)

Print/Type Name

Its: _____

"SUBLESSOR"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, as _____, State of Florida Department of Juvenile Justice, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida

(SEAL)

Print/Type Notary Name

Commission Number:

Commission Expires:

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DADE COUNTY, FLORIDA
By its Board of County Commissioners

By: _____ (SEAL)

Witness

Print/Type Witness Name

Print/Type Name

Title: _____

Witness

Print/Type Witness Name

Attest: _____

Print/Type Name

Title: _____

(OFFICIAL SEAL)

"SUBLESSEE"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 19____, by _____, and _____ as _____, and _____, respectively, on behalf of the Board of County Commissioners of Dade County, Florida. They are personally known to me or produced _____ as identification.

Notary Public, State of Florida

(SEAL)

Print/Type Notary Name

Commission Number:

Commission Expires:

Consented to by the TRUSTEES on ____ day of _____, 19____.

Daniel T. Crabb, Chief,
Bureau of Public Land Administration
Division of State Lands,
Department of Environmental Protection

Approved as to Form and Legality

By: _____
DEP Attorney

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EXHIBIT A

Legal Description:

The South 190.00 feet of the North 380.00 feet of the West 70 feet of the East 210 feet of FRITZ HOTEL, according to the plat thereof recorded in Plat Book 43 at Page 43 of the Public Records of Miami-Dade County, Florida, containing 13,300 square feet more or less.

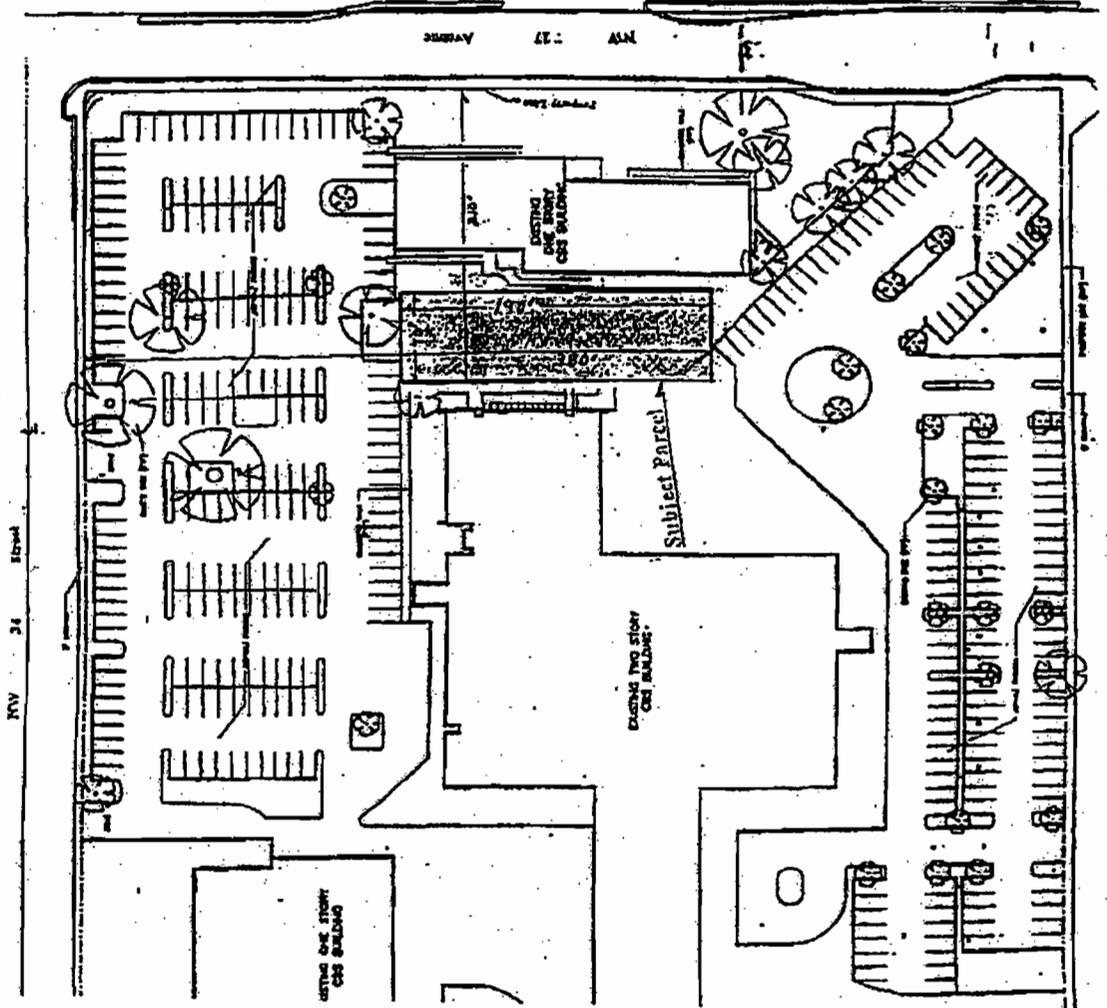


Exhibit "A"
Page 13 of 17 Pages
Sublease No. 3281-02

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BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

No. 3281

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, as LESSOR, and the STATE OF FLORIDA DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described premises in the County of Dade, State of Florida, together with the improvements thereon (if applicable), viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of fifty (50) years for a juvenile justice center.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

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4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for a juvenile justice center.

Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the lessor from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement to the extent allowable by law.

6. The lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

7. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

8. The lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

9. The lessee is hereby authorized to grant utility easements which will be necessary to service authorized facilities located within the leased premises. Copies of any such easements granted shall be filed timely with the lessor.

10. This agreement is for the purposes specified herein, and subleases of any nature, excepting utility easements incident to authorized facilities, (Provision 9), are prohibited, unless previously authorized by the lessor.

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No. 3281

11. Upon cessation of occupation of said property, the lessee agrees to leave all fixed improvements for the use of the lessor and to put no claim upon said fixed improvements; or, at the option of the lessor, the lessee agrees to remove any or all improvements on the property at the lessee's expense.

12. Execution of this agreement in no way affects the lessee's obligations pursuant to Chapter 267, Florida Statutes.

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund, has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 29th day of March, A.D. 1983.



By: James W. Markland
DIRECTOR, DIVISION OF STATE LANDS
AGENT FOR THE BOARD OF TRUSTEES
OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

By: James A. Ooster

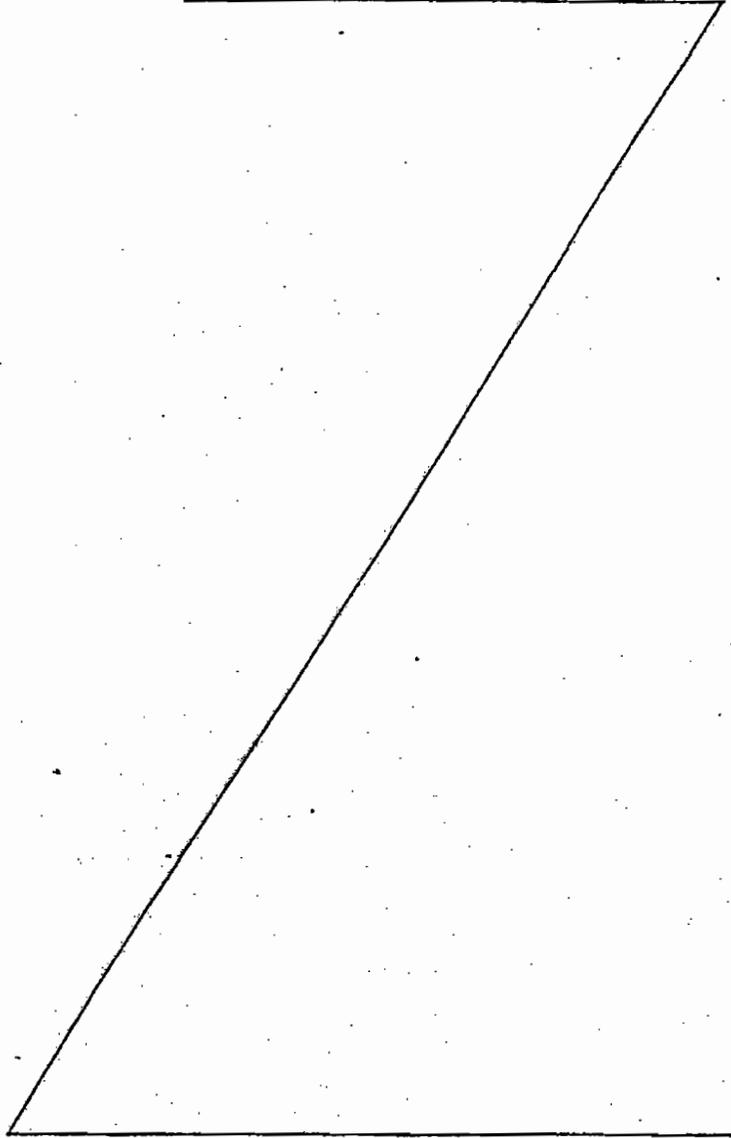
John P. Williams

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No. 3281

EXHIBIT "A"

All of the Fritz Hotel, a subdivision in the Northeast Quarter of Section 28, Township 53 South, Range 41 East, according to the plat thereof recorded in Plat Book 43 at Page 43 of the Public Records of Dade County, Florida, less property deeded or condemned for street purposes.



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