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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2008

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

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

From: George M. Burgess
County Manager

Resolution No: R-337-08

Subject: Resolution Authorizing the Execution of a Lease Agreement Between Miami-Dade County and Blue Capital US East Coast Properties, L.P. for Use of Miami-Dade County Real Property

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or his designee to execute a lease agreement (Lease) between Miami-Dade County (County) and Blue Capital US East Coast Properties L.P. (Blue Capital) for use of County property located under Metromover right-of-way, on the west side of S.E. 1st Avenue between S.E. 2nd and 3rd Streets. This 600 square feet area is within Miami-Dade Transit (MDT) right-of-way and the City of Miami, and will be used solely for the purpose of maintaining a lighting platform.

SCOPE

This project is physically located in Commission District 5.

FISCAL IMPACT/FUNDING SOURCE

There is no negative fiscal impact to the County. Based on an independent fair market rental appraisal, this Lease will generate $9,000 per year in rental payments. The rent will be adjusted annually in accordance with the increase in the Consumer Price Index (CPI). Additionally, the parcel will be re-appraised at the commencement of each renewal period, thereby establishing a new rental amount for the renewal term.

TRACK RECORD/MONITOR

Blue Capital entered into two previous permit agreements with MDT (2003 and 2005) for access to the above referenced Metromover right-of-way. Blue Capital has complied with all applicable County laws, codes and ordinances.

The Project Manager responsible for this lease agreement is Marion Pratt, Joint Development and Property Management, MDT.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor or designee to execute the agreement and exercise two (2) seven (7) year options to renew.

BACKGROUND

The 47-story Bank of America Tower employs a changing palette of exterior lighting schemes 365 nights of the year. The lighting of the Tower is accomplished with the placement of lights on the Bank of America building, two adjoining building roofs, and a lighting platform under the Metromover right-of-way. The illumination of this building has been a Miami skyline landmark in Downtown Miami for twenty years and can be observed from miles away.

In 1987, a permit agreement was issued to C.P. Tower, Ltd. for the construction of a lighting tower under the Metromover right-of-way which would be utilized to illuminate the western side of the CenTrust Tower (presently Bank of America Tower) for short-term use.

In 1988, MDT issued a Request for Proposals (RFP No. 131-67) for the leasing of property along the Metromover right-of-way. The purpose of this RFP was to solicit proposals for the leasing of an area located between Miami-Dade County's Downtown People Mover Piers 44A and 45A to be used for maintaining a lighting platform. On June 22, 1988, MDT received one proposal in response to this RFP from Mobridge Corporation, general partner of C. P. Tower, Ltd. On October 4, 1988, the Board authorized the County Manager to negotiate a Lease agreement with Mobridge Corporation. The term of the Lease was for five (5) years, with an option to renew for two (2) additional five (5) year periods, and generating $3,000 in annual rent.

Over time, ownership changed and the expiration of the final option to renew ended in 2003. In November 2003 and 2005, MDT granted permit agreements to Blue Capital for temporary access to the Miami-Dade County Metromover right-of-way on S.E. 1st Avenue, between S.E. 2nd Street and 3rd Street (West), across the street from Bank of America Tower.

In September 2006, Blue Capital approached MDT to continue using County-owned property for the long-term use of land lying beneath the Metromover right-of-way to maintain the lighting platform. In accordance with Florida State Statute 125.35, lease of property must be advertised and competitively bid.

In October 2007, a bid document for a long-term lease agreement was advertised in a local newspaper, made available for review and examination and a pre-bid conference was held. In November 2007, the bid opening was held and Blue Capital was the sole bidder with an annual rental bid of $9,000 per year (the appraised fair market rental value and minimum bid amount).

Consequently, MDT staff secured a survey, appraisal and has prepared a Lease agreement to authorize a long-term lease for use of County land. The subject property is not currently, nor will be in the foreseeable future, utilized by MDT. Therefore, this proposed use would have no impact on transit operations.

Since the expiration of the permit agreement in December 2007, Blue Capital's insurance has remained active and upon approval of this agreement, Blue Capital will pay retroactive lease payments to MDT.

The recommended initial term of the lease is seven (7) years with two (2) seven-year options to renew. The rent will be adjusted annually in accordance with the increase in the Consumer Price Index (CPI). Additionally, the parcel will be re-appraised at the commencement of each renewal period, thereby establishing a new rental amount for the renewal term. The County retains the right to terminate the lease agreement at any time if it is deemed that the leased area is needed for a transportation purpose.

Blue Capital has the financial resources to operate the lighting platform. The lighting platform structure will be owned by Blue Capital and 100% of the electricity costs will be paid by Blue Capital. MDT will not incur any costs as a result of this Lease. All improvements made on the leased property will be at the sole cost and expense of Blue Capital.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: April 8, 2008

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

SUBJECT: Agenda Item No. 8(J)(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**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(B)
4-8-08

RESOLUTION NO. R-337-08

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BLUE CAPITAL US EAST COAST PROPERTIES, L.P. FOR USE OF MIAMI-DADE COUNTY REAL PROPERTY; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE AGREEMENT

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 authorizes the County Mayor or his designee to execute a Lease Agreement between Miami-Dade County with Blue Capital US East Coast Properties, L.P. for use of Miami-Dade County real property in substantially the form attached hereto.

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

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**absent**
Dorrin D. Rolle	**aye**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

"BLUE CAPITAL US EAST COAST PROPERTIES, L.P., LEASE"

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2008, by and between Miami-Dade County, a political subdivision of the State of Florida, through Miami-Dade Transit, (hereinafter referred to as "Landlord"), and Blue Capital US East Coast Properties, L.P., a ~~Foreign~~ Delaware Limited Partnership company, (hereinafter referred to as "Tenant").

WITNESSETH

WHEREAS, the Landlord desires to grant to Tenant the right to use certain Land located in the Landlord's transit right-of-way located at, as more fully described in the legal description and accompanying sketch in Exhibit "A" attached hereto and made a part hereof, and, Tenant is desirous of using said Land in the manner hereinafter set forth.

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

ARTICLE 1

Premises – General Terms of Lease

Section 1.1 Lease of Land.

In accordance with (a) Chapter 125, Florida Statutes; (b) the powers granted to Landlord pursuant to authority properly delegated by the Florida legislature; Landlord agrees, pursuant to the terms of this Lease, to lease and shall be deemed to have leased and demised unto Tenant, its successors and assigns and Tenant does hereby take and hire, upon and

subject to the conditions and limitations herein expressed, the Land described in Exhibit "A" attached hereto and made a part hereof.

Section 1.2 **Term of Lease.**

The initial term of this Lease shall be for a period of seven (7) years, commencing upon the approval of the Lease by the Miami-Dade County Board of County Commissioners, (hereinafter referred to as the "Board"), the Federal Transit Administration (hereinafter referred to as "FTA"), the State of Florida Department of Transportation (hereinafter referred to as "FDOT"), and execution of the Lease by both the County Mayor or his designee and Tenant. The obligation of Tenant to pay rent shall begin on the Commencement Date. Provided that this Lease has not been terminated by Landlord as the result of a default by Tenant which is not cured within the applicable grace period, the term of this Lease shall be automatically renewed for two (2) seven (7) year periods at the end of the initial term unless Tenant or Landlord shall have exercised its right to cancel the automatic renewal by sending written notice to at least six (6) months prior to the expiration of the initial term or the expiration of any renewal period. If the Lease shall be renewed, it shall be on the same terms and conditions set forth herein, as same may have been amended from time to time. The Demised Premises will be re-appraised at the beginning of each renewal term, establishing the new rental amount for same.

ARTICLE 2

Definition of Certain Terms

Section 2.1 **Terms Defined.**

The terms set forth below, when used in this Lease, shall be defined as follows:

(a) "Board" shall mean the Board of County Commissioners of Miami-Dade County, Florida

(b) "Certificate of Occupancy" shall mean the certificate issued by the person or agency authorized to issue such a certificate within the Transit right-of-way evidencing that the applicable Improvements have been completed in accordance with the applicable Law or Ordinance.

(c) "Commencement Date" shall mean the date this Lease commences.

(d) "Construction Plans" shall mean final plans, drawings and specifications in the form and with sufficient detail as required to obtain a building permit for such Improvements.

(e) "County" shall mean Miami-Dade County, a political subdivision of the State of Florida.

(f) "County Manager" shall mean the County Manager, his designee or his successor.

(g) "Demised Premises" shall mean the Land as described in Exhibit A.

(h) "FDOT" shall mean the State of Florida Department of Transportation

(i) "FTA" shall mean the United States Federal Transit Administration

(j) "Impositions" shall mean all ad valorem taxes, assessments and other governmental charges and assessments levied or assessed with respect to the Demised Premises.

(k) "Improvements" shall mean those improvements mutually-agreed upon by Landlord and Tenant for the Land.

(l) "Land" shall mean the parcel described in Exhibit A.

(m) "Landlord" shall mean Miami-Dade County, a political subdivision of the State of Florida, through Miami-Dade Transit.

(n) "Law and Ordinance" or Laws and Ordinances shall mean all present and future applicable laws, ordinances, rules, regulations, permits, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus, or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Land or the Buildings thereon.

(o) "Lease" shall mean this Lease and all amendments, supplements, modifications, extensions and renewals thereof.

(p) "Lease Year" shall mean each separate and consecutive period of twelve (12) full calendar months during the term hereof beginning on the Commencement Date and each January 1 thereafter until the expiration of the Lease.

(q) "Permit" shall mean any permit to be issued by the appropriate agency or person including but not limited to applicable permits for building construction, excavation, site work, paving, drainage, landscaping, lighting and the like.

(r) "Rapid Transit Zone" ("RTZ") shall mean the land area including surface, subsurface and pertinent air space designated by the Board and including within the Demised Premises and System as defined in Chapter 33C of the Miami-Dade County Code and more specifically referred in this Lease or as may be expanded by present and future applicable Laws or Ordinances.

(s) "Rent" shall mean payment made by Tenant to Landlord for use of the Demised Premises in accordance with the Lease.

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(t) "Tenant" shall mean, on the date as of which this Lease is made, Blue Capital US East Coast Properties, L.P., a ~~Florida~~ Delaware Limited Partnership company, or its successor to its interest under the Lease.

(u) "Term" or "Term of this Lease" or words of similar import shall mean the initial term and, when applicable, any renewal term.

(v) "Transit" shall mean Metrorail or Metromover, as applicable.

ARTICLE 3

Rent

Section 3.1 Rent.

Tenant shall pay to Landlord, as monthly rent hereunder for the period beginning on the Commencement Date and throughout the Term of this Lease including all renewals hereof, the sum of $750.00, plus prevailing sales tax rate, currently 7% sales tax, for a total of $802.50 monthly rent to be paid in advance, without billing, due on the first (1st) day of each calendar month during the Term of the Lease. Payment of rental fee for the first and last months of the Lease or any extension thereof, shall be prorated in accordance with the number of days the Lease is in effect that month. Payments shall be made by check payable to "Miami-Dade County" and submitted to Miami-Dade Transit (MDT), Joint Development and Property Management, 701 N.W. 1st Court, Suite 1600, Miami, Florida 33136.

Section 3.2 Late Payments.

In the event that any payment of rent due Landlord shall remain overdue for a period of ten (10) days after it is due, a late charge equal to ten percent (10%) of the amount overdue shall become immediately due and payable to Landlord as liquidated damages. In the event that both the rent and late charges are not paid to Landlord within thirty (30) days after due,

as described above, then Landlord, in addition to all of the rights and remedies provided for herein, shall have all the rights and remedies afforded to Landlord by law in the case of nonpayment of rent and late charges which are not inconsistent with the rights, remedies and limitations on remedies contained herein. All rent and other payments due Landlord under this Lease shall be paid by Tenant to Landlord at the address specified for notices or otherwise as directed in writing by Landlord.

Section 3.3 Consumer Price Index Adjustment

An economic price adjustment will be calculated on the first anniversary date of the Commencement Date of the Lease and on each subsequent anniversary date. The yearly CPI adjustment will be equal to the annual percentage increase in the Consumer Price Index (CPI) published by the Department of Labor for the following categories: United States, All Urban Consumers, All Items. The base of the index for computation of the increase, if any, shall be the month in which this Agreement commences. If no publication is made for the month in which this Agreement commences, the base shall be the last preceding month for which publication is made. The index for the same month shall be compared annually to determine the percentage increase and the resulting percentage shall be applied to the monthly rent to be paid for the ensuing year. The County shall advise the Tenant of any increase in the monthly rent resulting from such computation and the Tenant shall pay the County the amount of such increase retroactively to the effective date thereof. If the CPI is discontinued or replaced, or if the items incorporated in the CPI are revised, an equitable adjustment will be made to result in developing a formula to be used to permit an annual adjustment to reflect any decline in the purchasing power of the monthly rent called for in this Agreement.

ARTICLE 4

Use of Premises

Section 4.1 Land Uses.

(a) Tenant and Landlord agree that the Demised Premises will be used to maintain a lighting platform. Other uses will be permitted only with the express written consent of Landlord, at Landlord's sole discretion.

(b) Tenant agrees to confine all activities of usage in or upon the Demised Premises. Tenant shall use the Demised Premises solely for the purposes outlined within this Lease. The Tenant agrees that all necessary and incidental equipment, services, materials and supplies shall be supplied, installed and maintained at its sole expense, and shall be and remain the property of the Demised Premises. Tenant shall not make alterations or additions to its use of the Demised Premises without the prior written approval of County, which approval shall not be unreasonably withheld.

(c) While the Lease is in force, Tenant shall, upon demand by County, correct or remedy (or cause to be corrected or remedied), within 30 days of written notification thereof:

1. Any material defects in its use of the Demised Premises; (2) any material departure in the construction, installation or placement from the plans and specifications as approved by County; (3) any material departure from the contents of a drawing submitted to and approved by County and (4) any violations of or departures from any applicable governmental ordinances, codes, laws or rules and regulations.

(d) Tenant shall, at its own sole expense, obtain and maintain all permits, licenses certifications and approvals from all federal, state, County and municipal authorities which are required in connection with the construction, installation, placement, operation, maintenance, repair, relocation and removal in usage of Demised Premises. Tenant agrees to comply with all applicable governmental ordinances, codes, laws and regulations respecting such construction, installation, placement, operation, maintenance, repair, relocation and removal of usage of Demised Premises, shall not directly or indirectly make use of the Demised Premises which may thereby be prohibited or dangerous to person or property.

(e) Tenant shall comply with all MDT Fire/Life Safety requirements and all construction, installation, placement, operation, maintenance, repair, relocation and removal of usage in the Demised Premises shall be subject of the approval of the Fire/Life Safety Technical Committee.

(f) The County shall have no obligation whatsoever to provide any services to Tenant. Tenant shall, at its own cost and expense, provide for all utility services, including without limitation, electricity, water and waste disposal by separate arrangement with the local utility. Without limiting the foregoing, Tenant shall apply and pay for all utility meters (including the installation thereof) in connection with the installation, use and maintenance of its usage wherever such meters are located in the Demised Premises, so long as the same shall not interfere with the safe operation of the Metromover nor threaten the public health, safety and welfare.

(g) Tenant shall, at its own sole cost and expense, keep the Demised Premises in good, safe, operable and presentable condition and repair in accordance with all applicable

laws codes and ordinances during the period of this Lease. When repairing, operating and maintaining the platform, Tenant shall not block or interfere with the operation and maintenance of the Metromover located in the Demised Premises.

(h) The County may, but shall not be required to, make such inspections, repairs, alterations, improvements, and additions, as County shall desire or deem necessary to the Demised Premises or as County may be required to do so by governmental authority or court order or decree; provided that any such alterations, improvements, and additions shall be made, to the extent reasonable possible, in such manner as to not interfere with Tenant (s) usage.

(i) Any relocation or rearrangement of County property will not be permitted unless specifically authorized in writing by the MDT Director, or its authorized representative. No decoration or form of advertising will be permitted anywhere on the platform or in the Demised Premises.

(j) During any construction, operation, maintenance, repair, relocation or removal of usage in the Demised Premises, the Tenant shall provide at its own expense such professional traffic and security control personnel as required by all applicable Federal, state, County or municipal government laws, rules and regulations, and any specific use regulations, or as required by the MDT Director, or its designated representative. In addition, during the entire period of this Lease, Tenant shall coordinate all activities, including maintenance and operation, with MDT General Superintendent of Rail Transportation at Central Control, twenty-four (24) hour telephone number is 305-375-3586.

(k) Tenant has the right to enter Demised Premises during regular business hours and at such other times as County shall consent, which consent shall not be unreasonably

withheld, for the purposes of constructing, installing, placing, operating, maintaining, repairing, relocating and removing Tenant (s) platform. Tenant must furnish all personnel required to perform any of these activities at its sole cost and expense.

Section 4.2 Dangerous Liquids and Materials.

Tenant shall not permit any vehicle to carry flammable or combustible liquids into or onto the Demised Premises within fifty (50) feet of the Station structure, busways, or the transit guideway dripline during or following completion of construction and shall prohibit the storage of any flammable or combustible liquid or dangerous or explosive materials in or on the Demised Premises within fifty (50) feet of the Station structure, or the transit guideway dripline, provided that this restriction shall not apply to prevent the entry and parking of motor vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion. Tenant shall not allow the manufacture of any such flammable or combustible liquids or hazardous or dangerous materials in or on the Demised Premises.

Section 4.3 Protection of Metromover Columns.

Tenant at its sole cost and expense, shall take necessary and reasonable measures to protect the Metromover columns from damage resulting from the use of the Demised Premises by the Tenant, its employees, invitees, or any other persons entering the Demised Premises in connection with this Lease. If Landlord determines applicable, Tenant will provide a written plan detailing the measures to be taken by the Tenant to ensure this protection shall be prepared and submitted to the Landlord for its approval prior to any use of the property under this Lease.

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Section 4.4 Improvements and Construction Plans.

Tenant may build any type of improvements consistent with Section 4.1 (a) of this Lease Agreement. For the purpose of this Lease, Construction Plans shall consist of final plans, drawings and specifications in the form and with sufficient detail as required to obtain a building permit for such improvements. Tenant shall submit to Landlord six (6) sets of Construction Plans for all improvements to be made in the Demised Premises. Upon receipt thereof, Landlord shall review same and shall, within thirty (30) business days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reason for any disapproval. After approval by Landlord of the Construction Plans, Tenant shall have the right to make minor changes therein which do not substantially or materially alter the Construction Plans as approved. In the event of disapproval, Tenant shall, within sixty (60) business days after the date Tenant receives such disapproval make those changes to the Construction Plans reasonably necessary to meet Landlord's stated grounds for disapproval and shall resubmit such altered plans to Landlord. Any resubmission shall be subject to review and approval by Landlord in accordance with the procedures hereinabove provided for original submission, until the same shall receive final approval by Landlord. Landlord and Tenant shall in good faith attempt to resolve any disputes regarding the Construction Plans. Tenant shall not make application for a building permit for any improvements until Landlord has approved the Construction Plans.

Section 4.5 Landlord's Rights as Sovereign.

It is expressly understood that notwithstanding any provision of this Lease and Miami-Dade County's status as landlord hereunder:

(a) Miami-Dade County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for buildings, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for in this Lease and (b) Miami-Dade County is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the Buildings and improvements provided for in this Lease.

Section 4.6 Conformity of Plans.

The Construction Plans and all work by Tenant with respect to the Demised Premises and to Tenant's construction of the improvements thereon shall be in conformity with this Lease, applicable building codes, and all other applicable federal, state, county and local laws and regulations.

Section 4.7 Tenant's Obligations.

Landlord's approval of any of the Construction Plans shall not relieve Tenant of its obligations under law to file such plans with any department of Miami-Dade County or any other governmental authority having jurisdiction over the issuance of building or other permits and to take such steps as are necessary to obtain the issuance of all such required permits. Tenant acknowledges that any approval given by Landlord shall not constitute an opinion or agreement by Landlord that the plans are structurally sufficient or in compliance with any Laws, Ordinances or Codes or other applicable regulations, and no such approval

shall impose any liability upon Landlord. Tenant shall provide to Landlord an "as built" set of Construction Plans for any improvements constructed on the Demised Premises by Tenant within thirty (30) days following completion of construction.

Section 4.8 Costs of Facilities to be Constructed.

Landlord shall not be responsible for any and all costs or expenses associated with improvements to the Demised Premises. Tenant shall be responsible for all costs related to the improvements on the Demised Premises including any off-site improvements required as a result of this Lease.

Section 4.9 Security.

It is expressly understood that Tenant is solely responsible for the personal safety of its employees, invitees, or any other persons entering the Demised Premises in connection with this Lease as well as any and all equipment and/or personal property installed or brought into the Demised Premises. The Landlord shall not in any way assume responsibility for the personal safety of such persons, equipment, or personal property in case of loss, theft, damage, or any other type of casualty which may occur. Tenant shall provide additional security, if any, at its sole cost and expense to insure the personal safety of its employees, agents, invitees, and others, as well as to protect any personal property in the Demised Premises.

ARTICLE 5

Payment of Taxes, Assessments, Etc.

Tenant's Obligations for Impositions.

Tenant shall pay or cause to be paid, before any fine, penalty, interest or cost may be added thereto, all Impositions which at any time during the term of this Lease have been, or

which may become, a lien on the Demised Premises, or any part thereof, or any appurtenance thereto, excluding, however, any real estate, sales tax, ad valorem tax or similar Imposition assessed, levied, confirmed, imposed upon or becoming a lien upon any part of the Demised Premises reserved in this Lease for the exclusive use of Landlord, if any.

ARTICLE 6

Indemnification

The Tenant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Tenant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 7

Sediment

It is expressly understood that the Tenant shall indemnify and save the County harmless from any claims, liabilities, losses and causes of action, costs and damages to persons or personal property including Tenant and Tenant's employees, agents and invitees resulting from metal shavings, flakes are more numerous in curves due to trains braking to slow down in curves and wheels turning on curves; there are 2 curves in this line section; when the flakes sit on car paint, bakes in sun and/or is rained upon, the flakes cause rusting or sediments caused by the operation of the Metromover train.

ARTICLE 8

Concrete

It is expressly understood that the Tenant shall indemnify and save the County harmless from any claims, liabilities, losses and causes of action, costs and damages to persons or personal property including Tenant and Tenant's employees, agents and invitees resulting from particles or concrete spall that may fall on cars due to turns caused by the operation of the Metromover train.

ARTICLE 9

Insurance

Landlord and Tenant hereby agree that the terms and provisions governing the insurance required pursuant to this Lease are contained in Exhibit "B" hereto, which is hereby incorporated herein by reference.

ARTICLE 10

Health Insurance Portability and Accountability ACT (HIPPA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Tenant must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 11

Repairs and Maintenance of the Premises

Tenant Repairs and Maintenance.

Throughout the term of this Lease, Tenant, at its sole cost and expense, shall keep the Demised Premises in good order and condition, and make all necessary repairs thereto. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments deemed necessary by Tenant. All repairs made by Tenant shall be at least similar or equal in quality and class to the original work, ordinary wear and tear excepted. Tenant shall keep and maintain all portions of the Demised Premises in a clean and orderly condition, free of dirt, rubbish, graffiti and unlawful obstructions. Landlord, at its option, and after thirty (30) days written notice to Tenant, may perform any maintenance or repairs required of Tenant hereunder which have not been performed by Tenant following the notice described above and may seek reasonable costs and expenses and twenty percent (20%) Administrative Fee thereof from Tenant.

ARTICLE 12

Compliance with Laws and Ordinances

Compliance by Tenant.

Throughout the term of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly comply with all applicable Laws and Ordinances.

ARTICLE 13

Entry on Premises by Landlord

Inspection by Landlord of Demised Premises.

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

ARTICLE 14

Assignment of Lease

This Lease shall not be assigned, transferred, pledged, or otherwise encumbered without prior written approval of the County Manager. Approval of assignment of the Lease, however, shall not be unreasonably withheld or delayed.

ARTICLE 15

Surrender of Demised Premises

Upon expiration or other termination of this Lease, Tenant shall immediately surrender possession of the Premises to Landlord in substantially the condition in which Tenant is required to maintain the Premises except for reasonable wear and tear and damage by fire or casualty. If, within ten (10) days following occurrence, Tenant fails to repair or replace any damage to the Premises caused by Tenant, its agents, employees or invitees, Landlord may, at its option, cause all required maintenance, repairs or replacements to be made. Tenant shall promptly pay Landlord all costs incurred plus an administrative fee of twenty percent (20%) of such costs.

ARTICLE 16

Default of Tenant

This lease shall be in default if Tenant fails to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to Tenant by Landlord (except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to Tenant by Landlord). If Tenant is diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure may be extended for a reasonable period at Landlord's discretion so long as Tenant shall diligently prosecute (such cure). All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

ARTICLE 17

Consent of Landlord

Whenever in this Lease the consent or approval of Landlord or Tenant is required, such consent or approval:

(a) Shall be made by the County Manager or his designee on behalf of the Landlord;

(b) Shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary, and shall not require a fee from Tenant,

(c) Shall not be effective unless it is in writing;

(d) Shall apply only to the specific act or transaction so approved or consented to and shall not relieve Tenant of the obligation of obtaining Landlord's prior written consent or approval to any future similar act or transaction.

ARTICLE 18

Termination

Either party may terminate the Lease at any time without cause, upon one hundred and eighty (180) days written notice to the other party.

ARTICLE 19

Notices

Section 19.1 Addresses.

All notices, demands or requests by Landlord to Tenant shall be deemed to have been properly served or given, if addressed to Tenant at:

Blue Capital US East Coast Properties, L.P.
400 Interstate North Parkway
Suite 500
Atlanta GA 30339

Copy to: Mr. Vincent Croce, Senior Property Manager
Wealth Capital Management, Inc.
100 S.E. 2nd Street, Suite 1900
Miami, FL 33131

and to such other address and to the attention of such other party as Tenant may, from time to time, designate by written notice to Landlord. If Tenant at any time during the term hereof changes its office address as herein stated, Tenant will promptly give notice of same in writing to Landlord.

All notices, demands or requests by Tenant to Landlord shall be deemed to have been properly served or given if addressed to Landlord to the attention of Director, Miami-Dade

Transit, Overtown Transit Village, 701 N.W. First Court, Suite 1700, Miami, Florida 33136, and to such other addresses and to the attention of such other parties as Landlord may, from time to time, designate by written notice to Tenant.

Section 19.2 Method of Mailing.

All such notices, demands or requests shall be (a) hand delivered to the parties designated above or their properly designated successors, or (b) mailed by United States registered or certified mail, return receipt requested, postage prepaid, and deposited in any Post Office or Branch Post Office or mailbox regularly maintained by the United States Government. Notice shall be deemed given on the date of personal delivery or upon the expiration of four (4) days after the date so mailed.

ARTICLE 20

Quiet Enjoyment.

Tenant, upon paying Rent herein provided for and performing the terms, agreements and provisions of this Lease on Tenant's part to be performed, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term of this Lease without interruption, disturbance, hindrance or molestation by Landlord or by anyone claiming by, through or under Landlord.

ARTICLE 21

Title VI Compliance (Civil Rights Act of 1964)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of

Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami Dade County, or to the

Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami Dade County to enter into such litigation to protect the interests of Miami Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

ARTICLE 22

Federal Requirements

Tenant will comply with all applicable Federal Transit Administration regulations, including but not limited to the requirements found in 49 CFR Part 23.7 regarding nondiscrimination based on race, color, national origin or sex; in 49 CFR Parts 27.7 and 27.9(b) regarding nondiscrimination based on disability and complying with the Americans With Disabilities Act with regard to any improvements constructed; and in the Federal Transit Administration Master Agreement dated October 1, 1999, in Section 3, Subparagraphs (a)(1), (a)(2), and (b) thereof relating to conflicts of interest and debarment.

ARTICLE 23

Entire Agreement.

This Lease contains the entire agreement between the parties hereto with respect to the Demised Premises and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. All prior understandings and agreements heretofore between the parties with respect to this Lease are merged into this Lease which alone fully and completely expresses the understandings of the parties.

ITB TA2007-MPL-02, as amended, attached hereto as Exhibit C, is hereby incorporated into this Lease and all of the requirements therein shall become a part of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have each caused this Lease to be executed by their duly authorized representatives all on the day and year first hereinabove written.

LANDLORD

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

ATTEST:

BY ITS BOARD OF COUNTY COMMISSIONERS

Harvey Ruvin, Clerk

By: _____

Deputy Clerk

By: _____

County Manager

Date Executed: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Bruce Libhaber

Assistant County Attorney

30

TENANT

WITNESS:

Blue Capital US East Coast Properties,

L.P., a ~~Foreign~~ Limited Partnership
Delaware LP

By: _____

Title: Vice President
Property Management

Date executed: January 28, 2008

STATE OF FLORIDA)

) SS:

COUNTY OF FLORIDA)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, County Manager/Asst. County Manager, to me well known to be the person described herein and who executed the foregoing instrument and who acknowledged that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2008.

_____

NOTARY PUBLIC

My Commission Expires:

(NOTARY SEAL)

STATE OF Florida)

) SS:

COUNTY OF Miami Dade)

BEFORE ME, the undersigned authority, personally appeared CHARLES PENNY, who acknowledged before me that he executed the foregoing instrument on behalf of Blue Capital US East Coast Properties, L.P.

WITNESS my hand and official seal this 28th day of January, 2008.

NOTARY PUBLIC

JESSENIA A. VARGAS
Comm# DD0732287
Expires 11/7/2011
Florida Notary Assn., Inc

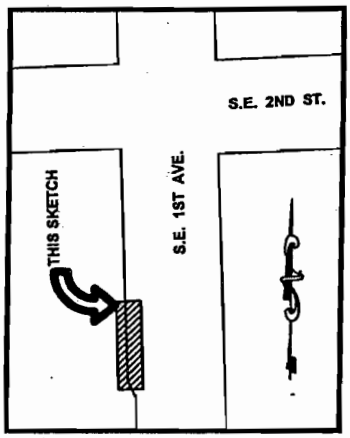
My Commission Expires: 11/07/2011

(NOTARY SEAL)

33

EXHIBIT "A"

LEGAL DESCRIPTION AND ACCOMPANYING SKETCH



LOCATION SKETCH
N.T.S.

LEGAL DESCRIPTION:

ALL THAT AIR SPACE IN THE CITY OF MIAMI, MIAMI DADE COUNTY, FLORIDA, THAT LIES ABOVE THE HORIZONTAL PLANE ("LOWER PLANE") , THE ELEVATION OF WHICH IS 9.0 FEET ABOVE THAT CERTAIN VERTICAL DATUM LEVEL KNOWN AS THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND WHICH LIES BELOW ANOTHER HORIZONTAL PLANE ("UPPER PLANE"), THE ELEVATION OF WHICH IS 51.9' FEET ABOVE SAID DATUM LEVEL, AND ALL OF WHICH IS SITUATE ABOVE THE PARCEL DESCRIBED AS FOLLOWS:

A PORTION OF SOUTHEAST FIRST AVENUE RIGHT OF WAY AS SHOWN ON THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 41 "WORLD TRADE CENTER" OF MIAMI DADE COUNTY RECORDS AND A PORTION OF THE METRO MOVER RIGHT OF WAY AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION METRO MOVER BIFURCATED RAMP PLANS, PARCEL 1, PROJECT 663442, LYING IN SECTION 37, TOWNSHIP 54 SOUTH, RANGE 41 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SOUTHEAST SECOND STREET AND THE WESTERLY RIGHT OF WAY LINE OF SOUTHEAST FIRST AVENUE, AS SHOWN ON SAID PLAT; THENCE SOUTH 02°17'25" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID SOUTH EAST FIRST AVENUE A DISTANCE OF 81.76 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87°51'24" EAST A DISTANCE OF 8.03 FEET; THENCE SOUTH 02°08'36" EAST A DISTANCE OF 46.59 FEET; THENCE SOUTH 87°51'24" WEST A DISTANCE OF 12.88 FEET; THENCE NORTH 02°08'36" WEST A DISTANCE OF 46.59 FEET; THENCE NORTH 87°51'24" EAST A DISTANCE OF 4.85 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF MIAMI, MIAMI DADE COUNTY, FLORIDA. CONTAINING 600 SQUARE FEET (0.014 ACRES) MORE OR LESS.
(25,713 CUBIC FEET, MORE OR LESS).

SURVEY NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LAND SHOWN HEREON WAS NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORDS.
3. LEGAL DESCRIPTION HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A SURVEY AS SUCH.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S87°42'23"W ALONG THE SOUTH RIGHT OF WAY LINE OF SOUTHEAST SECOND STREET.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS UNDER MY DIRECTION ON JANUARY 18, 2005. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

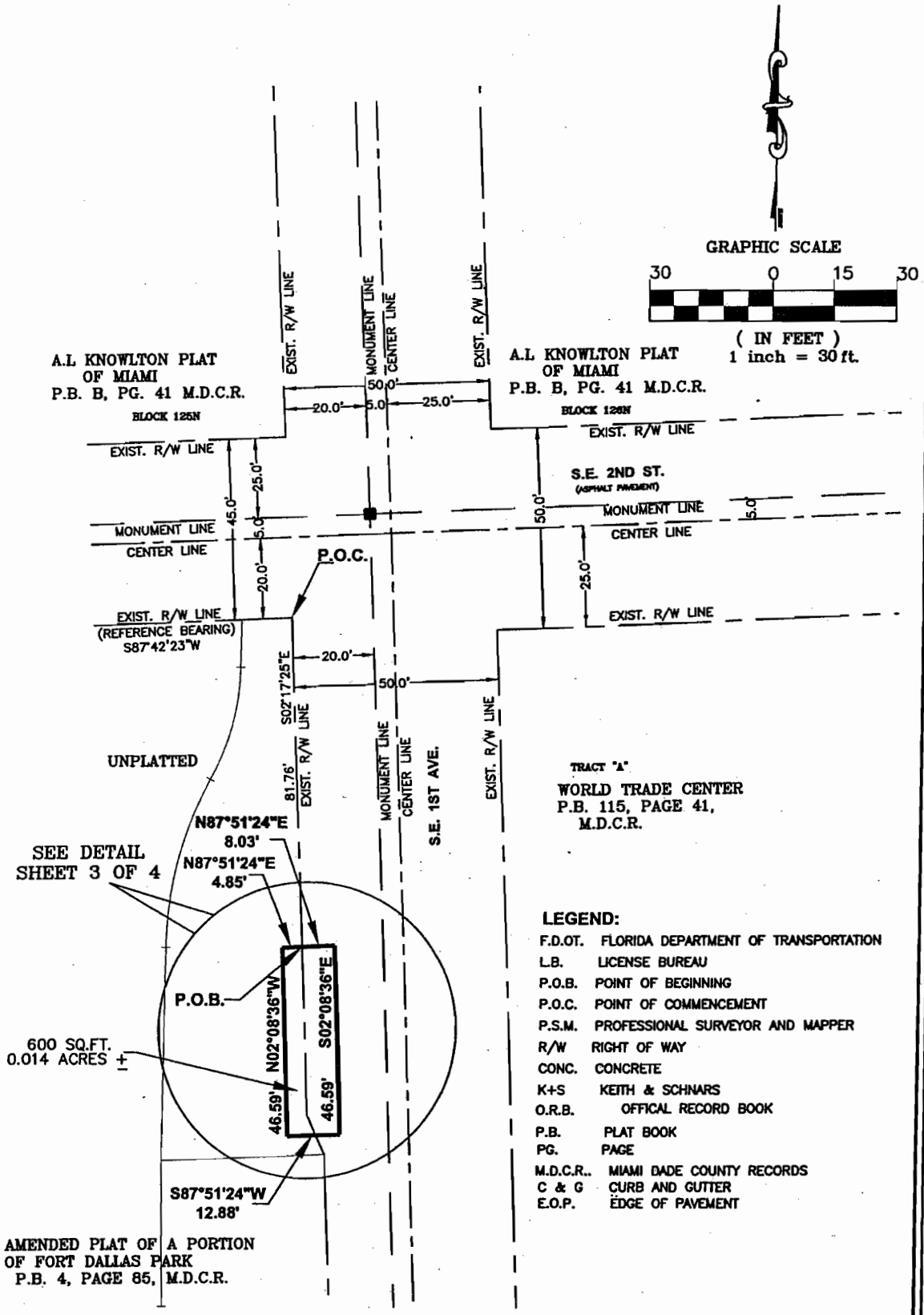
KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

BY: ROBERT K. KRISAK, P.S.M.
FLORIDA REGISTRATION NO. 4641

LEGAL DESCRIPTION Z:\PROJECTS\17391\00\SURVEY\7391USD01.DWG

SKETCH OF DESCRIPTION A PORTION OF S.E. 1ST AVE AND A PORTION OF SECTION 37, TWP 54S, RGE 41E CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA	DATE 01/18/05 SCALE 1"= 30' FIELD BK. 1121 DWG. BY J.S. CHK. BY R.K.K.	DATE / REVISIONS	KEITH and SCHNARS, P.A. LB 1337 ENGINEERS – PLANNERS – SURVEYORS 6500 N. ANDREWS AVE, FL. LAUDERDALE, FL. 33309-2132 (954) 776-1616 SHEET NO. 1 OF 4 SHEETS PROJECT NO. 17391L

31



AERIAL SKETCH

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SKETCH OF DESCRIPTION

A PORTION OF S.E. 1ST AVE AND A PORTION OF SECTION 37, TWP 54S, RGE 41E

CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

DATE	01/18/05
SCALE	1"= 30'
FIELD BK.	1121
DWG. BY	J.S.
CHK. BY	R.K.K.

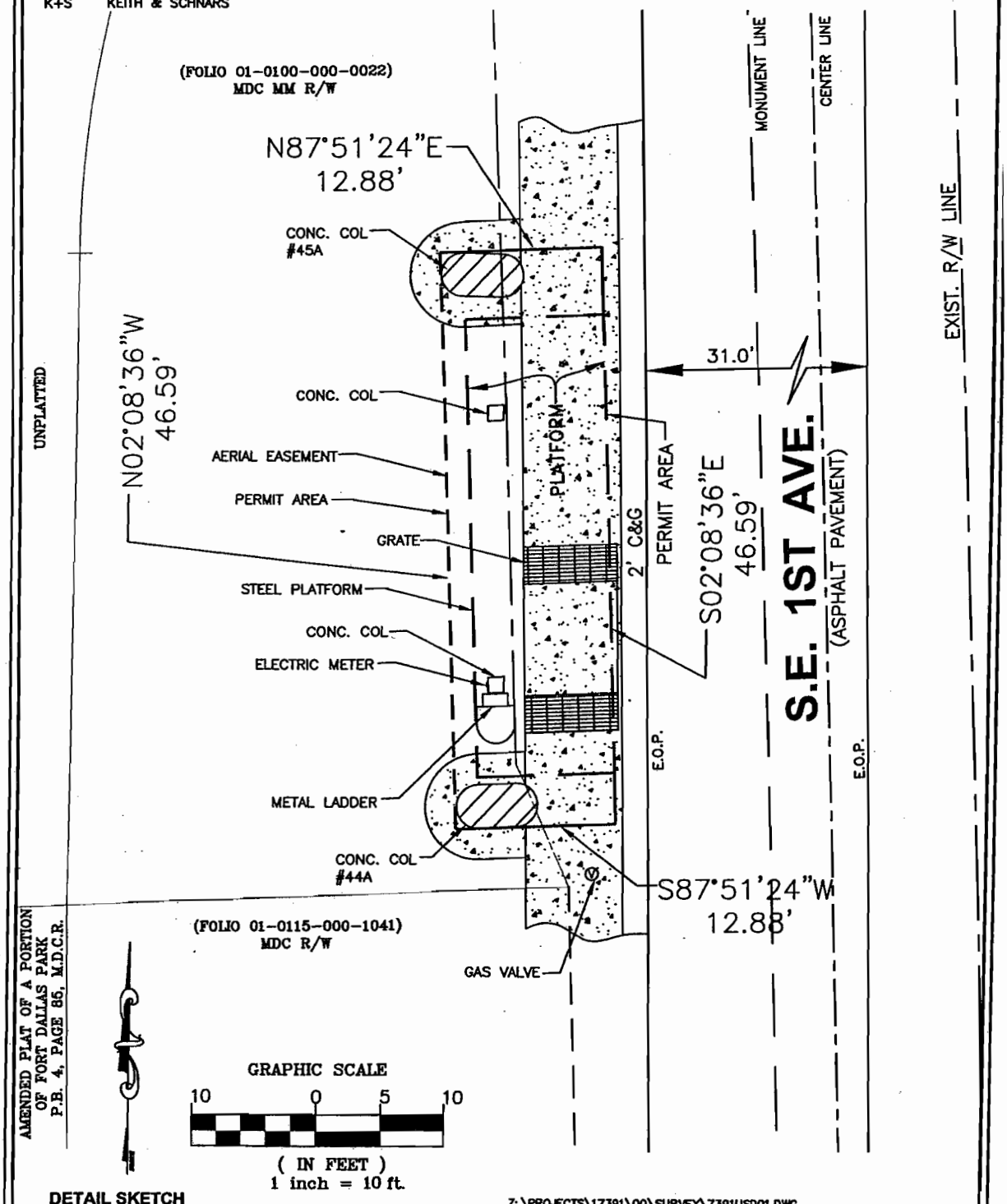
DATE	REVISIONS

KEITH and SCHNARS, P.A.
LB 1337
ENGINEERS – PLANNERS – SURVEYORS 6500 N. ANDREWS AVE.
FL. LAUDERDALE,
FL. 33309-2132 (954) 776-1616

SHEET NO. 2 OF 4 SHEETS
PROJECT NO. 17391L

LEGEND:

F.D.OT.	FLORIDA DEPARTMENT OF TRANSPORTATION	O.R.B.	OFFICAL RECORD BOOK
L.B.	LICENSE BUREAU	P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING	PG.	PAGE
P.O.C.	POINT OF COMMENCEMENT	M.D.C.R..	MIAMI DADE COUNTY RECORDS
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	C & G	CURB AND GUTTER
R/W	RIGHT OF WAY	E.O.P.	EDGE OF PAVEMENT
CONC.	CONCRETE		
K+S	KEITH & SCHNARS		



DETAIL SKETCH

Z:\PROJECTS\17391\00\SURVEY\7391USD01.DWG

SKETCH OF DESCRIPTION

A PORTION OF S.E. 1ST AVE AND A PORTION OF SECTION 37, TWP 54S, RGE 41E

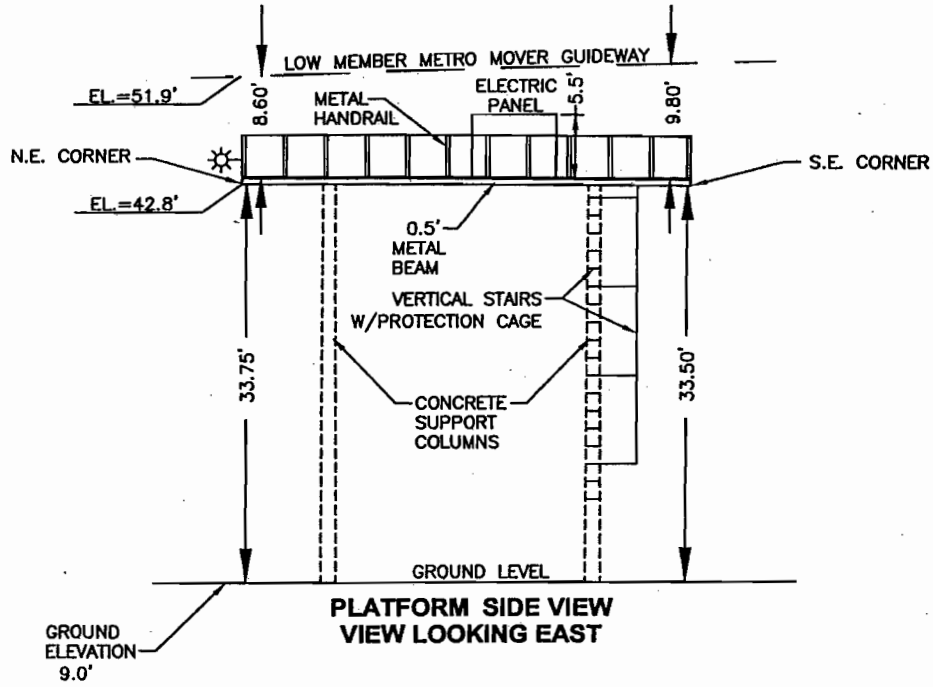
CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

DATE	01/18/05
SCALE	1"= 10'
FIELD BK.	1121
DWG. BY	J.S.
CHK. BY	R.K.K.

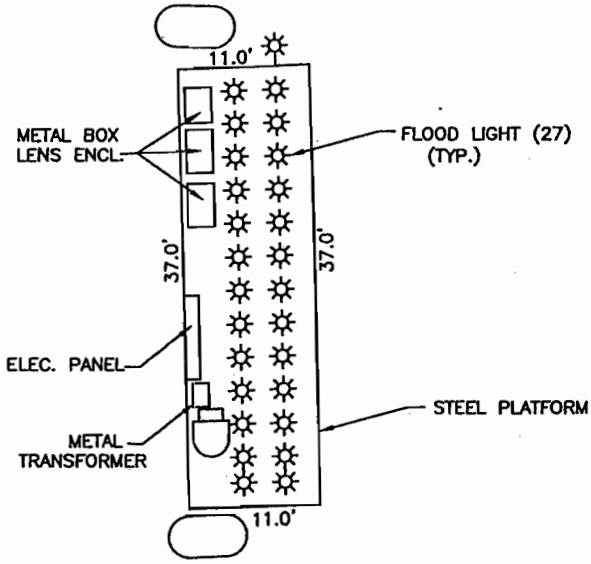
DATE	REVISIONS

KEITH and SCHNARS, P.A.
LB 1337
ENGINEERS – PLANNERS – SURVEYORS 6500 N. ANDREWS AVE, FT. LAUDERDALE, FL. 33309-2132 (954) 776-1616

SHEET NO. 3 OF 4 SHEETS
PROJECT NO. 17391L



PLATFORM SIDE VIEW
VIEW LOOKING EAST



NOT TO SCALE

UPPER LEVEL

DETAIL SKETCH

Z:\PROJECTS\17391\00\SURVEY\7391USD01.DWG

SKETCH OF DESCRIPTION A PORTION OF S.E. 1ST AVE AND A PORTION OF SECTION 37, TWP 54S, RGE 41E CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA	DATE 01/18/05 SCALE N/A FIELD BK. 1121 DWG. BY J.S. CHK. BY R.K.K.	DATE / REVISIONS	KEITH and SCHNARS, P.A. LB 1337 ENGINEERS – PLANNERS – SURVEYORS 6500 N. ANDREWS AVE, Ft. LAUDERDALE, FL 33309-2132 (954) 776-1616 SHEET NO. 4 OF 4 SHEETS PROJECT NO. 17391L

3P

EXHIBIT "B"

INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2007

PRODUCER
HRH Atlanta
7000 Central Pkwy.,Suite 700
Atlanta GA 30328

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Blue Capital US East Coast Properties, LP
400 Interstate North Parkway
Suite 500
Atlanta GA 30339

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Insurance Company	25658
INSURER B: American International Compan	32220
INSURER C: Zurich-American Insurance Gro	212
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y6600289B273TIL07	1/1/2007	1/1/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y8104861B353TIL07	1/1/2007	1/1/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $1,000,000 $1,000,000 $50,000
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE [X] RETENTION $10,000	BE5190639	1/1/2007	1/1/2008	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	W6600289B273TIL07	1/1/2007	1/1/2008	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
C		OTHER Excess Umbrella	AEC591805901	1/1/2007	1/1/2008	Each Occurrence Aggregate	$25,000,000 $25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: 100 SE 2nd Street, Miami, FL 33131. The certificate holder is named as an additional insured as respects liability arising out of the operations of the named insured. No modification or change insurance shall be made without thirty (30) days written advance notice to the certificate holder.

CERTIFICATE HOLDER

Miami-Dade County
c/o Risk Management Division
111 N.W. First Street, Suite 2340
Miami FL 33128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Duncan T. McKee

© ACORD CORPORATION 1988

EXHIBIT "C"

INVITATION TO BID (ITB)
as amended

Miami-Dade County

Invitation To Bid

Bid Name: MOVER RIGHT-OF-WAY SE 1st AVENUE PARCEL

Bid No: TA2007-MPL-02

Opening Date: November 14, 2007

Opening Time: 2:00 p.m. EST

Initial Term: See Section 2.5

Option: See Section 2.5

The following items must be submitted with the bid, as noted below:

Bid Proposal Form
Bid Deposit
Certification Regarding Lobbying
Certification of Primary Participant
Miami-Dade County Lobbyist Registration Affidavit
Acknowledgement of Addenda, if any addenda are issued
Miami-Dade County Debarment Disclosure Affidavit
Affirmative Action Plan/Procurement Policy Affidavit or Exemption Affidavit
Resume
Federal Affidavits
Code of Business Ethics

For Information Contact:

Miami-Dade Transit
701 N.W. 1st Court
Suite 1600
Miami, FL 33166
(786) 469-5329
Contact Person: Marion Pratt

Instructions for Submitting a Sealed Bid in Response to a Solicitation

1. Each bid submitted to Miami-Dade County, **CLERK OF THE BOARD,** must have the following information clearly marked on the face of the envelope:

   - Bidder's Name and Return Address
   - Bid Number/name
   - Opening Date of the Bid
   - Title of the Bid

Failure to include this information may result in your bid not being considered.

2. The Bidder shall deliver in one sealed envelope:

   - Five (5) signed copies of the Bid Proposal Form
   - Bid Deposit
   - Any addenda and acknowledgment of addenda, if received
   - Miami-Dade County Lobbyist Registration Affidavit
   - Certification regarding Lobbying
   - Certification of Primary Participant
   - Miami-Dade County Debarment Disclosure Affidavit
   - Affirmative Action Plan/Procurement Policy Affidavit or Exemption Affidavit
   - Federal Affidavits
   - Resume
   - Code of Business Ethics

   In addition, the Bidder must complete a Business Entity Registration Application with the Department of Procurement Management. The registration application can be obtained by visiting the County web page at www.miamidade.gov/dpm. and clicking on "Forms".

3. The responsibility for obtaining and submitting this bid to Miami-Dade County, **CLERK OF THE BOARD**, on or before the stated time and date will be solely and strictly the responsibility of the Bidder. Bids will be opened promptly at the time and place specified. Bids received after the first bid has been opened will not be opened and will not be considered. Miami-Dade County is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence.

4. Bids must be submitted to the address listed below at the time specified on the Cover Sheet to be considered for award. Bids will be opened at this address:

CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, Suite 17-202
Miami, FL 33128

The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make any communication available to the public. It is also available to the people who are blind/visually impaired and deaf/hard of hearing. If you require information in an alternate format please call 305-375-5278.

Section 1.0

GENERAL TERMS AND CONDITIONS

1.1 APPLICABILITY

These General Terms and Conditions apply to all offers made to Miami-Dade County, Florida (hereinafter referred to as "County"), by all prospective Bidders (hereinafter referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitation to Bids, Request for Proposals, Request for Quotes, and Request for Qualifications. As such, the words "bid" and "proposal" are used interchangeably in reference to any and all offers submitted by prospective Bidders.

1.2 CONTENTS OF BID

A. General Conditions

Bidders are required to submit their bids in conjunction with the following expressed conditions:

(1) Bidders shall thoroughly read and examine all bid documents. As bid documents frequently change, Bidders should not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The County is not obligated to identify any modifications to bid documents.

(2) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the property for lease.

(3) Bidders are advised that all County leases are subject to all applicable legal requirements contained in the County Administrative Orders and/or State and Federal Statutes.

B. Variances in Terms and Conditions

Where there appears to be variances or conflicts between these General Terms and Conditions and the Special Terms and Conditions and/or Technical Specifications outlined in the bid solicitation, the Technical Requirements, then Special Conditions, in that order, shall prevail over the General Terms and Conditions.

C. Clarification and Addenda to Bid Specifications

The County reserves the right to issue supplemental instructions or modifications to this Invitation to Bid, which, if issued, will be in the form of written addenda, and will be delivered by mail to all prospective Bidder(s) of record as of the date of issue of such addenda, at the respective addresses furnished for such purposes

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by each prospective Bidder(s), not later than five (5) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder(s) to claim the mail containing the addenda or to receive any such addenda or interpretation shall not release such Bidder from obligation under its bid as submitted. All addenda so issued shall become part of the bid. Determinations of responsiveness and shall be based solely on the requirements and conditions of the bid and any written addenda issued pursuant to this section. Reliance upon any oral interpretations or information shall not excuse a Bidder from complying with the terms and conditions contained in this bid, addenda thereto, or the Lease Agreement resulting from this bid.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing the enclosed Acknowledgment of Addenda (Attachment 1) and including it with the bid proposal. Failure of Bidder to include a signed Acknowledgment Form in its bid proposal may deem its bid non-responsive; provided, however, that the County may waive this requirement in its best interest.

1.3 PREPARATION AND SUBMISSION OF BID

Bids will be prepared in accordance with the following:

A. Miami-Dade County's Bid Proposal Form (Attachment 2) shall be used when the Bidder is submitting its bid. No other form will be accepted.

B. All information required by the Invitation for Bid and furnished by the Bidder shall be listed on the Bid Proposal Form. If the Bidder fails to supply any of these required documents, its bid may be considered non-responsive and may not be considered.

C. The Bidder shall print or type its name on each continuation sheet on which any entry is made and shall manually sign the last page of the Bid Proposal Form. If the Bidder's authorized agent fails to sign the Bid Proposal Form its bid may be considered non-responsive.

D. A flat rent rate per year shall be shown on the Bid Proposal Form.

E. In addition to the Bid rent, the successful Bidder shall be responsible for the prevailing State of Florida Sales and Use Tax imposed on rent, currently at the rate of 7%, on the amount payable to the County under this bid, as well as any other tax or assessment levied or assessed on the property.

F. The bid must be typed or printed in ink. Use of pencil or erasable ink is not permitted. The authorized agent must initial all corrections made by the Bidder in ink. Those bids, which do not comply with these conditions, may be declared non-responsive.

G. Telegraphic bids and/or facsimile bids will not be considered.

H. Vendor Application Form

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1.4 WITHDRAWAL OF BIDS

A. Bids may be withdrawn prior to the time and date set for the bid opening. Such requests must be made in writing on company letterhead.

B. Bid proposals or any portion thereof under evaluation may not be withdrawn after the time and date set for the bid opening for a period of ninety (90) days.

C. The County will retain the bid deposit furnished by any Bidder who requests to withdraw a bid during the ninety (90) day period.

1.5 EVALUATION OF BIDS

A. Rejection of Bids

The County may reject a bid, under any of the following conditions:

(1) The Bidder fails to acknowledge receipt of formal addendum;

(2) The Bidder misstates or conceals any material fact in the bid;

(3) The bid does not strictly conform to the law or requirements of the bid;

(4) The financial resources and the demonstrated capacity and skill of Bidder to perform the service required are deemed, by the County, to be inadequate;

(5) The quality of performance on previous County contracts or services provided to the County was substandard;

(6) The Bidder has been declared to be in default on any County contract or lease.

B. County Options

(1) The County reserves the right to waive any minor informality or irregularity in any or all bids.

(2) The County may reject and re-advertise for all or any part of bids whenever it is deemed in the best interest of the County.

C. Demonstration of Competency

(1) Bids will only be considered from firms that are able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support to insure that they can satisfactorily execute the performance under the terms and conditions of the lease, if awarded.

(2) The County may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the County in making the award in the best interest of the County.

D. Copy of Bid Tabulations

If a copy of bid tabulations is desired, the Bidder must enclose a self-addressed, stamped envelope when submitting its bid proposal.

1.6 NEGOTIATIONS

The County reserves the right to enter into lease negotiations with the highest responsive, responsible bidder based on substantially attached hereto as Exhibit B. If the County and the highest bidder cannot negotiate a lease that is acceptable to both parties, the County may terminate said negotiations and begin negotiations with another bidder. This process will continue until a lease which is acceptable to the County has been executed or all bids are rejected. Lease negotiations must be completed within 180 days of bid due date.

1.7 AWARD OF LEASE

A. The lease will be awarded to the responsive, responsible Bidder(s) whose bid(s), conforming to the Solicitation, offers the highest total rent per year to Miami-Dade County.

B. The County shall award a lease to a Bidder through action taken by the Board of County Commissioners at a duly authorized meeting. This action shall be administratively supported by a written award of acceptance (Lease Agreement), mailed or otherwise furnished to the successful Bidder; which shall constitute a binding lease without further action by either party.

C. The General Terms and Conditions, the Special Conditions, the Technical Requirements, the Bidder's Proposal and the Lease Agreement are collectively an integral part of the contract between Miami-Dade County and the successful Bidder.

D. While the Board of County Commissioners may determine to award a lease to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Technical Requirements. The Bidder may be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the County. If the Bidder is in default, the County, through MDT, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second highest responsible, responsive Bidder or re-solicit bids. The County may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained.

E. A lease will be awarded only to the legal entity that submits the Bid.

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of the lease agreement for County-owned land lying beneath the Metromover guideway resulting from this Invitation To Bid will be limited to maintaining a lighting platform.

2.2. PRE-BID CONFERENCE

The pre-bid conference for this Invitation To Bids is scheduled to be held on October 23, 2007 at 2:00p.m., at 701 N.W. 1 Court, 16th Floor, Conference Room B (1609). Participation is not mandatory but is strongly encouraged.

2.3 MINIMUM BID

The minimum acceptable bid for the property will be no less than the fair market rent as determined by an appraisal conducted by a certified property appraiser, plus any prevailing sales tax rate. All Bidder(s) must bid an amount equal to or greater than the minimum acceptable bid. Any bid less than the minimum acceptable bid as described herein will be considered non-responsive and will be rejected. Rent shall be paid to the County in equal monthly installments. The minimum bid amount is given in Section 2.5 of this ITB.

2.4 TERM

There will be one initial ten-year term for the lease. The lease may be renewed, by mutual agreement, for two successive ten-year periods. The County reserves the right to re-appraise the Demised Premises at the beginning of each renewal term. If the re-appraisal indicates that the value of the Demised Premises has increased, the rental amount will be increased to the value established by the new appraisal. The initial and renewal lease terms are given in Paragraph 2.5.

2.5 PROPERTY OFFERED FOR LEASE

The Miami-Dade County parcel offered for lease is located beneath the Metromover guideway between SE 2nd and 3rd Streets, between Piers 44A and 45A, in front of SE 1st Avenue. The parcel of land consists of approximately 600 square feet. Requested use of parcel is to maintain a lighting platform. A sketch and legal description of the parcel is provided in (Exhibit A).

Minimum Bid Amount: $9,000 per Year

The bid amount will be increased by a percentage equal to the increase in the Consumer Price Index (CPI), United States, All Urban Consumers, on an annual basis.

Initial Lease Term: 10 Years

Renewal Lease Term: Two successive ten-year Option to Renew periods

Special Conditions

The successful bidder must comply with the following MDT requirements:

A. Successful Bidder agrees to confine all activities of usage in or upon the Demised Premises. Bidder shall use the Demised Premises solely for the purposes outlined within this ITB. The Bidder agrees that all necessary and incidental equipment, services, materials and supplies shall be supplied, installed and maintained at its sole expense, and shall be and remain the property of the Demised Premises. Bidder shall not make alterations or additions to its use of the Permit Area without the prior written approval of County, which approval shall not be unreasonably withheld.

B. While the ITB is in force, Bidder shall, upon demand by County, correct or remedy (or cause to be corrected or remedied), within 30 days of written notification thereof:

(1) Any material defects in its use of the Demised Premises; (2) any material departure in the construction, installation or placement from the plans and specifications as approved by County; (3) any material departure from the contents of a drawing submitted to and approved by County and (4) any violations of or departures from any applicable governmental ordinances, codes, laws or rules and regulations.

C. Bidder shall, at its own sole expense, obtain and maintain all permits, licenses certifications and approvals from all federal, state, County and municipal authorities which are required in connection with the construction, installation,

placement, operation, maintenance, repair, relocation and removal in usage of Demised Premises. Bidder agrees to comply with all applicable governmental ordinances, codes, laws and regulations respecting such construction, installation, placement, operation, maintenance, repair, relocation and removal of usage of Demised Premises, shall not directly or indirectly make use of the Demised Premises which may thereby be prohibited or dangerous to person or property.

D. Bidder shall comply with all MDT Fire/Life Safety requirements and all construction, installation, placement, operation, maintenance, repair, relocation and removal of usage in the Demised Premises shall be subject of the approval of the Fire/Life Safety Technical Committee.

E. The County shall have no obligation whatsoever to provide any services to Bidder. Bidder shall, at its own cost and expense, provide for all utility services, including without limitation, electricity, water and waste disposal by separate arrangement with the local utility. Without limiting the foregoing, Bidder shall apply and pay for all utility meters (including the installation thereof) in connection with the installation, use and maintenance of its usage wherever such meters are located in the Demised Premises, so long as the same shall not interfere with the safe operation of the Metromover nor threaten the public health, safety and welfare.

F. Bidder shall, at its own sole cost and expense, keep the Demised Premises in good, safe, operable and presentable condition and repair in accordance with all applicable laws codes and ordinances during the period of this ITB. When repairing, operating and maintaining the platform, Bidder shall not block or interfere with the operation and maintenance of the Metromover located in the Demised Premises.

G. The County may, but shall not be required to, make such inspections, repairs, alterations, improvements, and additions, as County shall desire or deem necessary to the Demised Premises or as County may be required to do so by governmental authority or court order or decree; provided that any such alterations, improvements, and additions shall be made, to the extent reasonable possible, in such manner as to not interfere with Bidder (s) usage.

H. Any relocation or rearrangement of County property will not be permitted unless specifically authorized in writing by the MDT Director, or its authorized representative. No decoration or form of advertising will be permitted anywhere on the platform or in the Demised Premises.

I. During any construction, operation, maintenance, repair, relocation or removal of usage in the Demised Premises, the Bidder shall provide at its own expense such professional traffic and security control personnel as required by all applicable Federal, state, County or municipal government laws, rules and regulations, and any specific use regulations, or as required by the MDT Director, or its

designated representative. In addition, during the entire period of this ITB, Bidder shall coordinate all activities, including maintenance and operation, with MDT General Superintendent of Rail Transportation at Central Control, twenty-four (24) hour telephone number is 305-375-3586.

J. Bidder has the right to enter Demised Premises during regular business hours and at such other times as County shall consent, which consent shall not be unreasonably withheld, for the purposes of constructing, installing, placing, operating, maintaining, repairing, relocating and removing Bidder (s) platform. Bidder must furnish all personnel required to perform any of these activities at its sole cost and expense.

2.6 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Successful Bidder shall comply with all statutes, ordinances, rules, orders, regulations or requirements of the federal, state, county and city governments and of any and all of their departments and bureaus for the correction, prevention and abatement of nuisances or other grievances, in or upon the Premises, which must be complied with by reason of the nature of the use of the Premises by Bidder. The Bidder shall comply with all laws, ordinances and regulations applicable to the development contemplated herein, especially those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the development offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders and laws relating to people with disabilities.

2.7 INDEMNIFICATION/INSURANCE REQUIREMENTS

The successful bidder shall indemnify the County as described in Article 6 of the Sample Lease Agreement attached hereto as (Exhibit B).

The successful Bidder shall furnish, within fifteen (15) business days of approval of lease by the Board of County Commissioners, to Miami-Dade Transit, c/o Joint Development and Property Management, 701 NW First Court, Suite 1600, Miami, Florida, 33166, Attn: Marion Pratt, a Certificate(s) of Insurance that shows that insurance coverage has been obtained that meets the requirements as outlined in (Attachment 3).

2.8 ASSIGNMENT

Bidder(s) interest in this bid shall not be sold, sublet, transferred, or assigned, nor shall the Premises, or any part thereof, be rented or sublet or occupied or used by any person or party other than Bidder, without the written consent of the County, at its sole discretion. Non-compliance with this provision may result in the lease being deemed to be null and void and may be terminated by the County, at its sole discretion.

2.9 LEASE AGREEMENT

The successful Bidder will be required to sign a lease similar in substantially the same form and content to the sample lease attached hereto as (Exhibit B), which contains the County's minimum requirements. The County reserves the right to modify the contents of the sample lease prior to execution thereof.

2.10 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Bidder further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

2.11 COST OF IMPROVEMENTS

All improvements made on the leased property will be at the sole cost and expense of the successful bidder.

2.12 COST INCURRED BY BIDDERS

All costs and expenses incurred by any bidder in connection with, or as a result of, this ITB and/or negotiation of a lease shall be borne by the bidder(s). No payment will be made by the County for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a lease approved by the Board of County Commissioners.

2.13 PROPERTY TAXES

The successful bidder will be responsible for the payment of all property taxes on land and improvements.

2.14 FTA APPROVAL

Award of a lease subsequent to this **ITB** will be subject to approval from the Federal Transit Administration (FTA).

SECTION 3.0 TECHNICAL REQUIREMENTS

3.1 BUSINESS ENTITY REGISTRATION APPLICATION

Prospective Bidders should register with the Department of Procurement Management (DPM), as this will assure that they receive notice of solicitations when they are issued by the County. The successful Bidder(s) must register prior to award, as failure to register will result in the rejection of their bid.

Registration requires that a business entity completes a Business Entity Registration Application, available through DPM. The registration application can be obtained by visiting the County web page at www.miamidade.gov/dpm. and clicking on "Forms".

It is the responsibility of the business entity to update its application concerning any changes, such as new address, telephone number, commodities, etc. Potential Bidders may contact the Office of Vendor Assistance at (305) 375-5773 for guidance in completing the Business Entity Registration Application.

3.2 LOBBYIST REGISTRATION AFFIDAVIT

Bidders are advised that in accordance with Section(s) 2-11.1 of the Code of Miami-Dade County, the enclosed Lobbyist Registration for Oral Presentation Affidavit (Attachment 4) MUST be completed, notarized and included with your bid submission. Lobbyists specifically include the principal, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee.

Individuals substituted for, or added to, the presentation team after submittal of the proposal and filing by staff, MUST register with the Clerk of the Board and pay all applicable fees.

Note: Other than for the oral presentation, Bidders who wish to address the County Commission, County Board or committee concerning any actions, decisions or recommendations of County personnel regarding this bid must register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

3.3 FEDERAL AFFIDAVITS

Bids must contain each of the following documents, each fully completed:

Certification Regarding Lobbying and Form SF-LLL

Certification of Primary Participant

These forms are attached hereto as (Attachment 5)

3.4 DEBARMENT DISCLOSURE AFFIDAVIT

Pursuant to County Ordinance No. 93-129, the bidder will agree to comply with the provisions of this ordinance, which prevents the contractor, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into this contract with the County during the period for which they have been debarred. It is the bidders responsibility to ascertain that none of the subcontractors, their officers, principals, or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 and Administrative Order 3-2 before submitting the bid proposal. The Disclosure Affidavit requires the bidder to affirm under oath, that the County debars neither the bidder, its subcontractors, or their officers, principals nor affiliates, at the time of the bid proposal. If the bidder fails to complete the Disclosure Affidavit it shall not be awarded this contract. If this contract is entered into in violation of this ordinance, it is void, and any person who willfully fails to disclose the required information or who knowingly discloses civil or criminal penalties, or both can punish false information, as provided for in the law (Attachment 6).

3.5 AFFIRMATIVE ACTION/NON-DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES

In accordance with Miami-Dade County Ordinance 98-30, entities with annual gross revenues in excess of $5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as part of their bid proposals to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (Attachment 7). Firms whose Boards of Directors are representatives of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Board of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their bid proposals to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

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3.6 BID DEPOSIT GUARANTEE

Each bid shall be accompanied by a Bid Guarantee (a Certified, Cashier's or Treasurer's Check, or a Bank Draft of any State or National Bank), payable to the Board of County Commissioners, Miami-Dade County, Florida, in the amount of Five Hundred Dollars ($500.00), as a guarantee that the successful Bidder will execute the Lease Agreement with Miami-Dade County. The Bid Guarantee will be held by the County for a reasonable period of time until the successful Bidder has been selected, after which the Bid Guarantees of all but the successful Bidder will be returned. If the successful Bidder fails to formally execute the Lease Agreement, or to furnish the required Security Deposit, or to furnish the required insurance coverage, the Bidder Guarantee will be forfeited to the County as liquidated damages, not as a penalty, but rather to compensate the County for the delay and administrative services involved in obtaining the successful Bidder.

3.7 ANTITRUST LAWS

By acceptance of this contract, the successful bidder agrees to comply with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

3.8 INDIVIDUALS AND ENTITIES DOING BUSINESS WITH THE COUNTY NOT CURRENT IN THEIR OBLIGATIONS TO THE COUNTY

Pursuant to Ordinance No. 99-162 and Section 2-8.1 of the County Code, no individual or entity who is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (herein referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code, shall be allowed to receive any additional County contracts, purchase orders or extensions of County contracts until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

3.9 ORGANIZATION'S QUALIFICATIONS (RESUME)

Bidder(s) must present evidence that they are fully competent and have the necessary staff, facilities and financial resources to fulfill the conditions of the Lease Agreement. Bidder(s) must submit, prior to award, a resume on the company making the bid and all officers of the corporation.

3.10 CRIMINAL CONVICTION DISCLOSURE

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at GSA Procurement Management / Office of Vendor Assistance at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

3.11 INSPECTOR GENERAL REVIEWS

Miami-Dade County has established the Office of Inspector General, which is required to perform mandatory random audits on County's contracts, including leases, concessions, franchises and other revenue-generating contracts, throughout the duration of each contract. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity for and reasonableness of proposed change orders to the contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement processes, including but not limited to project designs, specifications, bid submittals, activities of the Bidder, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with lease specifications and to detect fraud and corruption.

Upon written notice from the County, the selected bidder shall make available to the Inspector General all requested records and documentation pertaining to this ITB or any subsequent award, for inspection and copying. All such material shall be made available within Miami-Dade County to the Office of the Inspector General. Upon written request by the County, the selected bidder shall make available within Miami-Dade County to the Inspector General, any and all officers, employees, agents and instrumentalities for interview.

3.12 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG) REVIEWS

Pursuant to Miami-Dade County Administrative Order 3-20, and in connection with any award issued as a result of this ITB, the County has the right to retain the services of an Independent Private Sector Inspector General (IPSIG), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected

bidder shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this ITB or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Bidder's cost/price for this ITB, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Bidder, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected bidder in connection with this ITB or any contract issued as a result of this ITB. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Bidder or third party.

3.13 CONE OF SILENCE/CONTRACTING OFFICER

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ or BIDS after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence prohibits any communication regarding RFPs, RFQs or BIDS between, among others:

- potential proposers, service providers, lobbyists or consultants and the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs and the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Information Center, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or BID document.

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Proposers must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV .

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer shall render any RFP award or RFQ award or BID award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

All Proposers will be notified in writing when the County Manager makes an award or recommendation to the Board of County Commissioners.

The Contracting Officer for this ITB is:

Contact Person:	Marion Pratt, Joint Development & Property Management		
Name of Agency:	Miami-Dade Transit		
Street Address:	701 N.W. 1st Court, Suite 1600		
City/State/Zip:	Miami, FL 33166		
Telephone:	(786) 469-5329	Fax:	(786) 469-5578 or 5576

3.14 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person of affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 or CATEGORY TWO for a period of 36 months from the date placed on the convicted vendor list.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed $5 million in annual gross revenues must clearly state same in their proposal.

3.15 CODE OF BUSINESS ETHICS

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics (See Attachment 8).

3.16 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer or bidder must contact the **Clerk of the Board at (305) 375-5126.**

ATTACHMENT 1

Acknowledgment of Addenda

Acknowledgment of Addenda

Bid No:

Directions: Complete Part I or Part II (whichever applies), sign and date.

Part I

Listed below are the dates of issue for each addendum received in connection with this ITB.

Addendum #1, dated October 26, 2007

Addendum #2, dated November 5, 2007

Addendum #3, dated _____, 200__

Addendum #4, dated _____, 200__

Addendum #5, dated _____, 200__

Addendum #6, dated _____, 200__

Addendum #7, dated _____, 200__

Addendum #8, dated _____, 200__

Addendum #9, dated _____, 200__

Part II

_____ No addendum was received in connection with the ITB.

BLUE CAPITAL VS EAST COAST PROPERTIES, L.P.
Bidder's Name

x Janet Linares 11-14-07
Signature **Date**

VICE PRESIDENT OF LEASING AND MARKETING
Title of Officer

02

MIAMI-DADE COUNTY TRANSIT

ADDENDUM No. 1

TO: **ALL PROSPECTIVE PROPOSERS**

RE: **TA2007–MPL-02 – Mover Right-Of-Way SE 1st Avenue Parcel**

DATE: **OCTOBER 26, 2007**

This addendum becomes a part of TA2007–MPL-02 entitled: "Mover Right-Of-Way SE 1st Avenue Parcel."

A. **The following question was asked at the pre-bid conference on October 23, 2007 and the corresponding responses:**
   Q: "Will the County consider lowering the minimum bid amount of $9,000 per year?"
   A: No, the $9,000 bid amount was appraised by a professional independent appraiser.

B. **The following question was asked at the pre-bid conference on October 23, 2007 and the corresponding responses:**
   Q: "Will the County consider changing the term of the bid from 10 years to 7 years and 2 months?"
   A: Yes, the lease can be terminated at anytime without cause, by mutual agreement, after expiration of the 7 year term, upon one hundred and eighty (180) days' written notice. Upon expiration or termination of this Lease, Tenant shall immediately restore County Property to its original condition.

C. **The following item on the cover page of ITB, to read as follows:**

   1. **Opening Date:** **Wednesday, November 7, 2007**

D. **Respondent must submit three (3) bid packages on bid opening date.**

Please be reminded to acknowledge receipt of Addendum No. 1 on Attachment 1 of the ITB.

This addendum becomes a part of TA2007–MPL-02 entitled: "Mover Right-Of-Way SE 1st Avenue Parcel."

ALL OTHER INFORMATION REMAINS THE SAME FOR TA2007-MPL-02.

For Miami-Dade County

Frank Talleda
Chief, Joint Development & Leasing
Miami Dade Transit

MIAMI-DADE COUNTY TRANSIT

ADDENDUM No. 2

TO: **ALL PROSPECTIVE PROPOSERS**

RE: **TA2007–MPL-02 – Mover Right-Of-Way SE 1st Avenue Parcel**

DATE: **NOVEMBER 5, 2007**

This addendum becomes a part of TA2007–MPL-02 entitled: "Mover Right-Of-Way SE 1st Avenue Parcel."

Please note the following changes(s) to the ITB and replace the sections designated below with the information enclosed:

A. **Delete Article 18, TERMINATION, in Exhibit B, Sample Lease Agreement and replace with:**

ARTICLE 18 (Revised)
Termination
Either party may terminate the Lease at any time without cause, upon one hundred and eighty (180) days written notice to the other party.

B. **Add the following correction and addition to Section 2.5, PROPERTY OFFERED FOR LEASE in the ITB:**

Initial Lease Term: 7 Years

Renewal Lease Term: Two successive seven-year Option to Renew periods

C. **Replace the following item on the cover page of ITB, to read as follows:**

1. Opening Date: Wednesday, November 14, 2007

D. Also included with this addendum is:

1. List of all persons who picked up and requested a copy of TA2007-MPL-02.

Please be reminded to acknowledge receipt of Addendum No. 2 on Attachment 1 of the ITB.

This addendum becomes a part of TA2007–MPL-02 entitled: "Mover Right-Of-Way SE 1st Avenue Parcel."

ALL OTHER INFORMATION REMAINS THE SAME FOR TA2007-MPL-02.

For Miami-Dade County

Frank Talleda
Chief, Joint Development & Leasing
Miami Dade Transit

SIGN-IN SHEET
MIAMI-DADE TRANSIT
INVITATION TO BID for TA2007-MPL-02
BID Documents: October 9, 2007

Date	Representative (please print clearly)	Firm Name	Address	Phone/Fax#	Email
10/11/07	STEVE CONTEAGUERO	WEALTH CAPITAL MGT, INC	100 SE 2ND ST MIAMI FL 33131	305-539-7100	scanteguero@ wealthcapusa.com
Mailed on 11-2-07	Debbie Willette	Construction Journal	759 S. Federal Highway suite 300 Stuart, FL 34994	1-800-785-5165 Ext. 424 FAX: 800-581-7204	D. Willette@ constructionjournal.

ATTACHMENT 2

Bid Proposal Form

Bid Proposal Form

Site	Rent Per Year Proposed
MOVER RIGHT-OF-WAY SE 1st AVENUE PARCEL	$ 9,000.00

Note: The bid amount stated above will be increased by a percentage equal to the increase in the Consumer Price Index (CPI), United States, All Urban Consumers, All Items, on an annual basis.

Bidder: BLUE CAPITAL US EAST COAST PROPERTIES, L.P.

Street Address: 400 INTERSTATE NORTH PKWY, SUITE 500

City, State, & Zip Code: ATLANTA, GA 30339

Telephone Number: (305) 539-7100 **Fax Number:** (305) 539-7078

Email: VCROCE@WEALTHCAPUSA.COM

Authorized Signature: X Danet Linares 11-14-07
(Signature) (Date)

DANET LINARES
(Print Name)

Title of Officer: VICE PRESIDENT LEASING AND MARKETING

State below mailing address (if other than above):

_____

_____
City State Zip Code

F.E.I. NO. of Bidder: _____

Bidder(s) Federal Identification Number as used on Form 941: 043744425

If none, Bidder(s) Social Security No: _____

****

BID COORDINATOR: MARION PRATT
DEPT: Miami-Dade Transit, Telephone: 786-469-5329

ATTACHMENT 3

Insurance

INSURANCE REQUIREMENTS

The successful Bidder shall furnish to Miami-Dade County, c/o Risk Management Division, 111 N.W. First Street, Suite 2340, Miami, Florida 33128, Certificate(s) of insurance that indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. Certificate(s) shall reflect insurance coverage meeting the requirements detailed below:

A. Worker's Compensation Insurance for all employees of the tenant as required by Chapter 440, Florida Statues.

B. Public Liability Insurance on a comprehensive basis, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be named as an additional insured with respect to this coverage.

C. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used by Permittee in connection with the Permit Agreement, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

The required insurance coverage shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Permittee.

Companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength shall issue all required insurance policies:

> The company must be rated no less than "B" as to management, and no less than class "V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey or its equivalent, subject to the approval of the Miami-Dade County Risk Management Division.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2007

PRODUCER
HRH Atlanta
7000 Central Pkwy.,Suite 700
Atlanta GA 30328

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Blue Capital US East Coast Properties, LP
400 Interstate North Parkway
Suite 500
Atlanta GA 30339

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Insurance Company	25658
INSURER B: American International Compan	32220
INSURER C: Zurich-American Insurance Gro	212
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y6600289B273TIL07	1/1/2007	1/1/2008	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$50,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
A	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y8104861B353TIL07	1/1/2007	1/1/2008	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$1,000,000
						BODILY INJURY (Per accident)	$1,000,000
						PROPERTY DAMAGE (Per accident)	$50,000
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE [X] RETENTION $10,000	BE5190639	1/1/2007	1/1/2008	EACH OCCURRENCE	$25,000,000
						AGGREGATE	$25,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	W6600289B273TIL07	1/1/2007	1/1/2008	WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$500,000
						E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
C		OTHER Excess Umbrella	AEC591805901	1/1/2007	1/1/2008	Each Occurrence Aggregate	$25,000,000 $25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

E: 100 SE 2nd Street, Miami, FL 33131. The certificate holder is named as an additional insured as respects iability arising out of the operations of the named insured. No modification or change insurance shall be made ithout thirty (30) days written advance notice to the certificate holder.

CERTIFICATE HOLDER

Miami-Dade County
c/o Risk Management Division
111 N.W. First Street, Suite 2340
Miami FL 33128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Duncan J. McKee

©ACORD CORPORATION 1988

ATTACHMENT 4

Lobbyist Registration for Oral Presentation

AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) ProjectTitle:_____ ProjectNo.:_____
(2) Department: _____
(3) Firm/Proposer's Name: _____
Address: _____ Zip: _____
Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.

N/A

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filling by staff, MUST register with the Clerk of the Board and pay all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

Signature of Authorized Representative: _____
Title: _____
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
by_____, a _____, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
to me or who has produced _____ as identification and who did/did not take an oath.

_____
Signature of person taking acknowledgement)

_____
(Name of Acknowledger typed, printed or stamped)

_____ _____
(Title or Rank) (Serial Number, if any)

ATTACHMENT 5

Certification Regarding Lobbying and Form LLL

Certification Regarding Debarment

MIAMI-DADE COUNTY, FL

EXHIBIT FED-LB1

LOBBYING CERTIFICATION
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (C) (1)-(2)(A), and person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each expenditure or failure.]

The Contractor,_____certifies or affirms the truthfulness and accuracy of each statement of its certification or disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801 et seq. apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

EXHIBIT FED-DB1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER TIER COVERED TRANSACTION)

(To be submitted with a bid or offer equal to or exceeding the small purchase threshold for Federal assistance programs, currently $100,000.)

(1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.0105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it as done so by placing an "X" in the following space_____.

THE BIDDER OR OFFEROR,_____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 **ET. SEQ.** APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

_____ Signature of Participant's Authorized Official

_____ Name and Title of Participant's Authorized Official

_____ Date

ATTACHMENT 6

Debarment Disclosure Affidavit

Miami-Dade County Debarment Disclosure Affidavit
(Ordinance 93-129) Section 1 (1.3 I)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: x Daniel Liriano — Nov. 14 2007

Signature of Affiant — Date

Daniel Liriano Vice President — 04-3744425

Printed Name of Affiant and Title — Federal Employer Identification Number

Blue Capital US East Coast Properties, L.P.

Printed Name of Firm

100 SE 2nd Street, Miami, Florida 33131

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 14 day of Nov., 2007

He/She is personally known to me or has presented Driver License Class as Identification.

Type of identification

Soledad Avila-Diaz

Signature of Notary

SOLEDAD AVILA-DIAZ
MY COMMISSION # DD307622
EXPIRES: April 24, 2008
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of Florida

Notary Seal

ATTACHMENT 7

Affirmative Action Plan/ Procurement Policy Affidavit

Affirmative Action Plan Exemption Affidavit

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AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT

(Ordinance 98-30)

I being duly first sworn, upon oath deposes that _____ has a current Affirmative Action Plan and/or
Name of Company

Procurement Policy, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

Witness: _____ _____
Signature Signature

Witness: _____ By: _____
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:
By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture.

☒ **DOES NOT APPLY-MY COMPANY'S REVENUE IS LESS THAN $5 MILLION**

Janet Linares 11-14-07
Signature Date

PLEASE NOTE:
Ordinance 82-37 requires that all property licensed architectural, engineering, landscape architectural, and land surveyor, have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenue in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. If your firm does not have an annual gross revenue in excess of five (5) million dollars: check the above, sign and return this affidavit only. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt and must complete and return THE EXEMPTION AFFIDAVIT only.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

THIS AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER AND RETURNED TO:

MIAMI-DADE COUNTY
DEPARTMENT OF BUSINESS DEVELOPMENT
COURTHOUSE CENTER
175 NW 1ST AVENUE
28TH FLOOR
MIAMI, FLORIDA 33128

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AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

(Ordinance 98-30)

Project No. _____
Project Name: _____

I being duly first sworn, upon deposes that _____ has a Board of Directors
Name of Company

which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

Witness: _____ _____
Signature Signature

Witness: _____ By: _____
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars to have an affirmative action plan and Procurement Policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt and must complete the affidavit.

For questions regarding these requirements contact the Miami-Dade County Department of Business Development at (305) 349-5960.

THIS EXEMPTION AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER AND RETURNED TO:

MIAMI-DADE COUNTY
DEPARTMENT OF BUSINESS DEVELOPMENT
COURTHOUSE CENTER
175 NW 1ST AVENUE
28TH FLOOR
MIAMI, FLORIDA 33128

ATTACHMENT 8

Miami-Dade County/Greater Miami Chamber of Commerce

Code of Business Ethics

Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs') and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:

  - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
  - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
  - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by the prime firm, or utilize staff employed or previously employed by the prime firm.
  - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
  - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.

- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.

- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

CODE OF BUSINESS ETHICS

[Section 2-8.1(i), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: x Hanet Linares — Nov. 14 20 07

Signature of Affiant — Date

DANET LINARES VICE PRESIDENT — 04-37-444-25

Printed Name and Title of Affiant — Federal Employer Identification Number

BLUE CAPITAL US EAST COAST PROPERTIES, L.P.

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (of affirmed) before me this 14 day of Nov. ,20 07

He/She is personally known to me or has presented Drivers License as identification.

Type of Identification

Signature of Notary

Serial Number

SOLEDAD AVILA-DIAZ
MY COMMISSION # DD307622
EXPIRES: April 24, 2008
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Print or Stamped Name of Notary

Expiration Date

Notary Public, State of Florida

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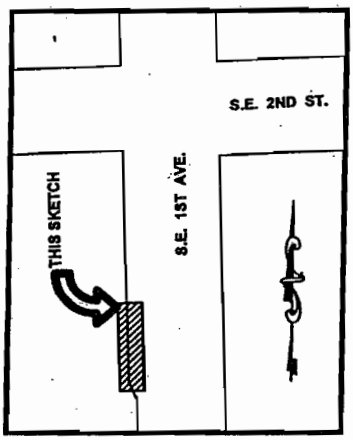
EXHIBIT A

Property Description and Legal Description

86



LOCATION SKETCH
N.T.S.

LEGAL DESCRIPTION:

ALL THAT AIR SPACE IN THE CITY OF MIAMI, MIAMI DADE COUNTY, FLORIDA, THAT LIES ABOVE THE HORIZONTAL PLANE ("LOWER PLANE") , THE ELEVATION OF WHICH IS 9.0 FEET ABOVE THAT CERTAIN VERTICAL DATUM LEVEL KNOWN AS THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND WHICH LIES BELOW ANOTHER HORIZONTAL PLANE ("UPPER PLANE"), THE ELEVATION OF WHICH IS 51.9' FEET ABOVE SAID DATUM LEVEL, AND ALL OF WHICH IS SITUATE ABOVE THE PARCEL DESCRIBED AS FOLLOWS:

A PORTION OF SOUTHEAST FIRST AVENUE RIGHT OF WAY AS SHOWN ON THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 41 "WORLD TRADE CENTER" OF MIAMI DADE COUNTY RECORDS AND A PORTION OF THE METRO MOVER RIGHT OF WAY AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION METRO MOVER BIFURCATED RAMP PLANS, PARCEL 1, PROJECT 663442, LYING IN SECTION 37, TOWNSHIP 54 SOUTH, RANGE 41 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SOUTHEAST SECOND STREET AND THE WESTERLY RIGHT OF WAY LINE OF SOUTHEAST FIRST AVENUE, AS SHOWN ON SAID PLAT; THENCE SOUTH 02°17'25" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID SOUTH EAST FIRST AVENUE A DISTANCE OF 81.76 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87°51'24" EAST A DISTANCE OF 8.03 FEET; THENCE SOUTH 02°08'36" EAST A DISTANCE OF 46.59 FEET; THENCE SOUTH 87°51'24" WEST A DISTANCE OF 12.88 FEET; THENCE NORTH 02°08'36" WEST A DISTANCE OF 46.59 FEET; THENCE NORTH 87°51'24" EAST A DISTANCE OF 4.85 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF MIAMI, MIAMI DADE COUNTY, FLORIDA. CONTAINING 600 SQUARE FEET (0.014 ACRES) MORE OR LESS.
(25,713 CUBIC FEET, MORE OR LESS).

SURVEY NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LAND SHOWN HEREON WAS NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORDS.
3. LEGAL DESCRIPTION HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A SURVEY AS SUCH.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S87°42'23"W ALONG THE SOUTH RIGHT OF WAY LINE OF SOUTHEAST SECOND STREET.

CERTIFICATE:

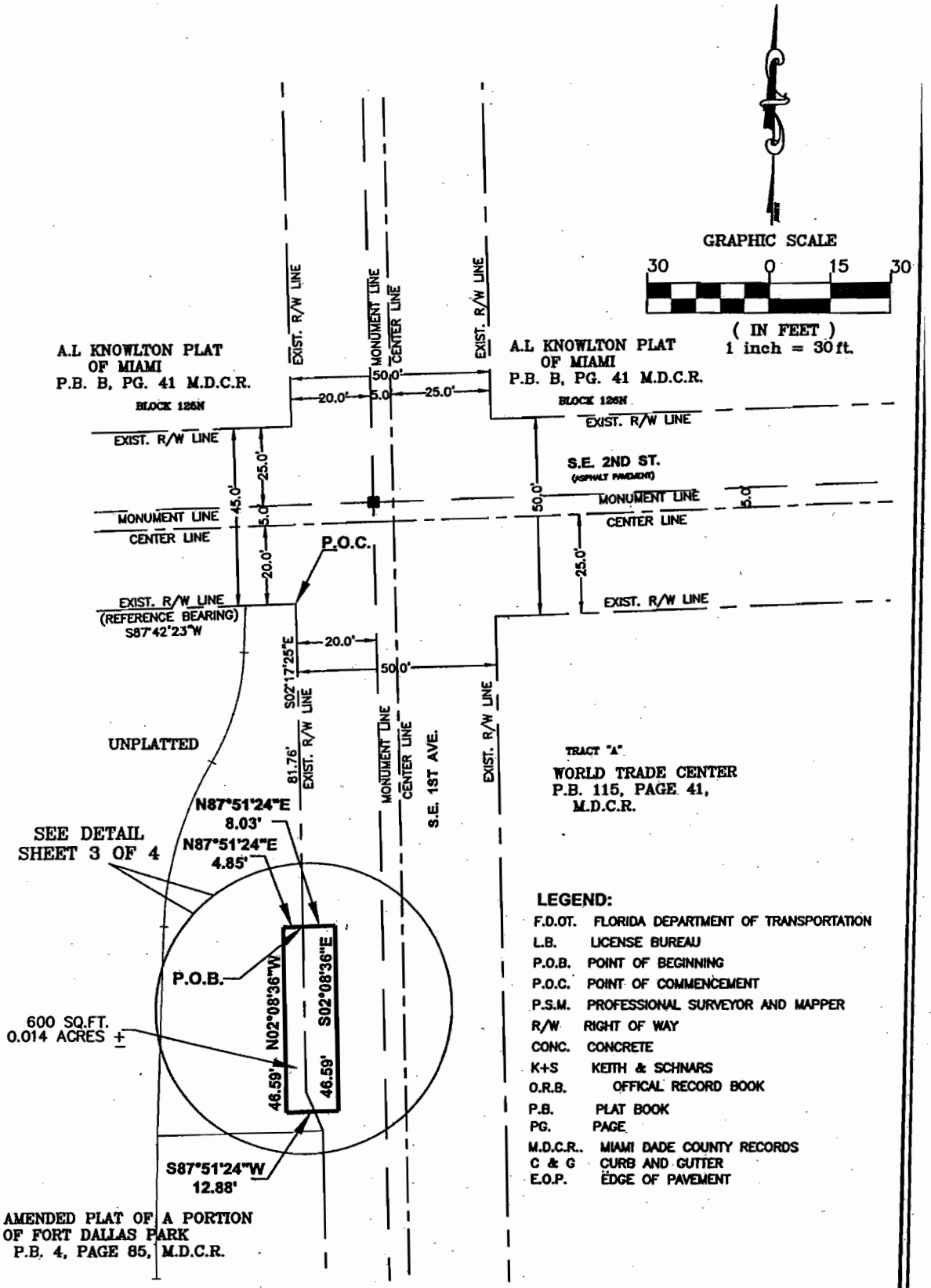
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS UNDER MY DIRECTION ON JANUARY 18, 2005. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

BY: ROBERT K. KRISAK, P.S.M.
FLORIDA REGISTRATION NO. 4641

LEGAL DESCRIPTION Z:\PROJECTS\17391\00\SURVEY\7391USD01.DWG

SKETCH OF DESCRIPTION A PORTION OF S.E. 1ST AVE AND A PORTION OF SECTION 37, TWP 54S, RGE 41E CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA	DATE 01/18/05 SCALE 1"= 30' FIELD BK. 1121 DWG. BY J.S. CHK. BY R.K.K.	DATE / REVISIONS	KEITH and SCHNARS, P.A. LB 1337 ENGINEERS - PLANNERS - SURVEYORS 6500 N. ANDREWS AVE, Ft. LAUDERDALE, FL. 33309-2132 (954) 776-1616 SHEET NO. 1 OF 4 SHEETS PROJECT NO. 17391L



AERIAL SKETCH

Z:\PROJECTS\17391\00\SURVEY\7391USD01.DWG

SKETCH OF DESCRIPTION

A PORTION OF S.E. 1ST AVE AND A PORTION OF SECTION 37, TWP 54S, RGE 41E

CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

DATE	01/18/05
SCALE	1"= 30'
FIELD BK.	1121
DWG. BY	J.S.
CHK. BY	R.K.K.

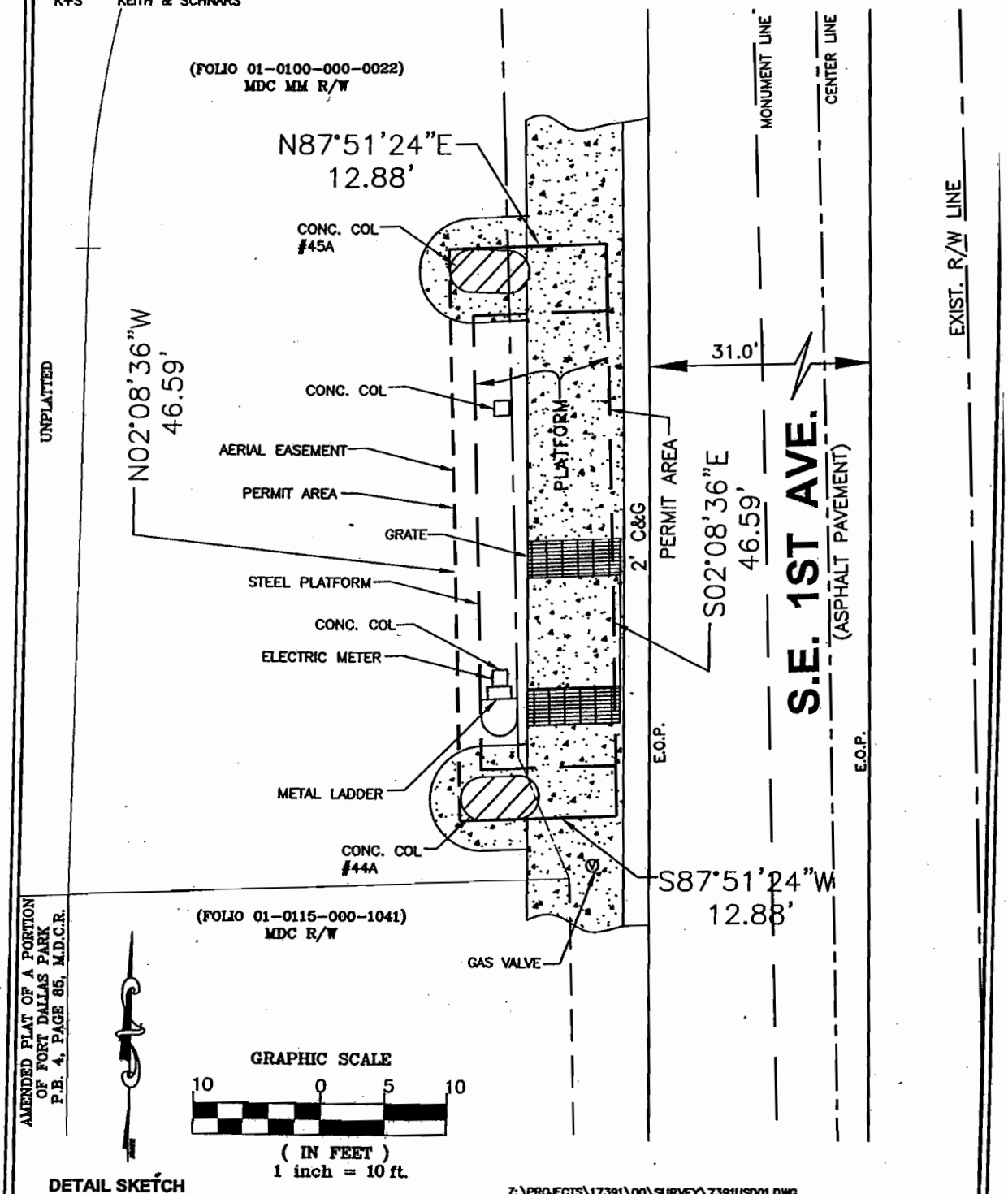
DATE	REVISIONS

KEITH and SCHNARS, P.A.
LB 1337
ENGINEERS – PLANNERS – SURVEYORS 6500 N. ANDREWS AVE, FL. LAUDERDALE, FL. 33309-2132 (954) 776-1616

SHEET NO. 2 OF 4 SHEETS
PROJECT NO. 17391L

LEGEND:

F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION	O.R.B.	OFFICAL RECORD BOOK
L.B.	LICENSE BUREAU	P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING	PG.	PAGE
P.O.C.	POINT OF COMMENCEMENT	M.D.C.R.	MIAMI DADE COUNTY RECORDS
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	C & G	CURB AND GUTTER
R/W	RIGHT OF WAY	E.O.P.	EDGE OF PAVEMENT
CONC.	CONCRETE		
K+S	KEITH & SCHNARS		



DETAIL SKETCH

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SKETCH OF DESCRIPTION

A PORTION OF S.E. 1ST AVE AND A PORTION OF SECTION 37, TWP 54S, RGE 41E

CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

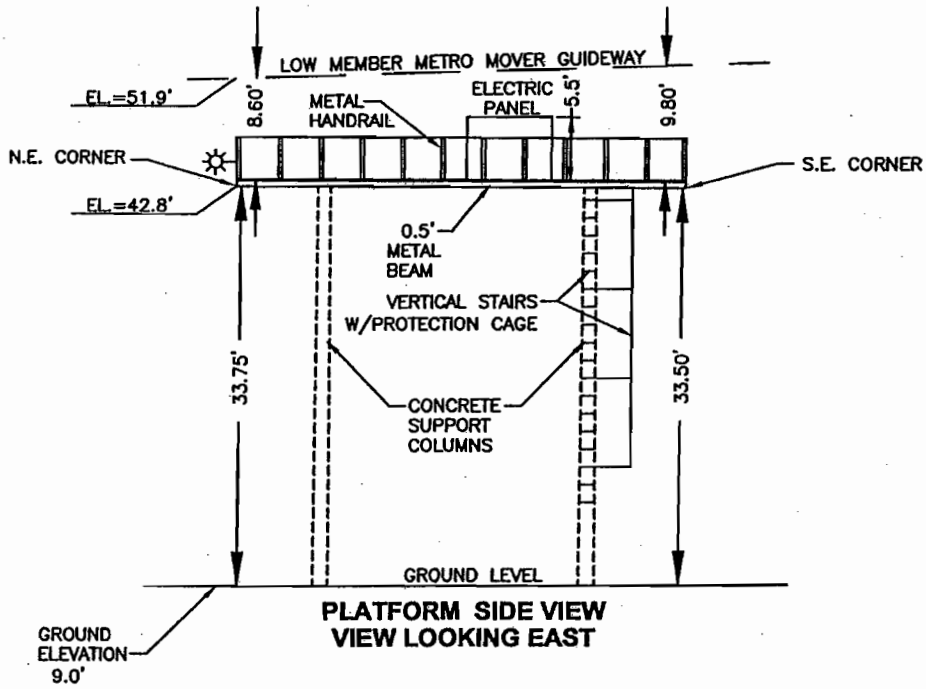
DATE	01/18/05
SCALE	1"= 10'
FIELD BK.	1121
DWG. BY	J.S.
CHK. BY	R.K.K.

DATE	REVISIONS

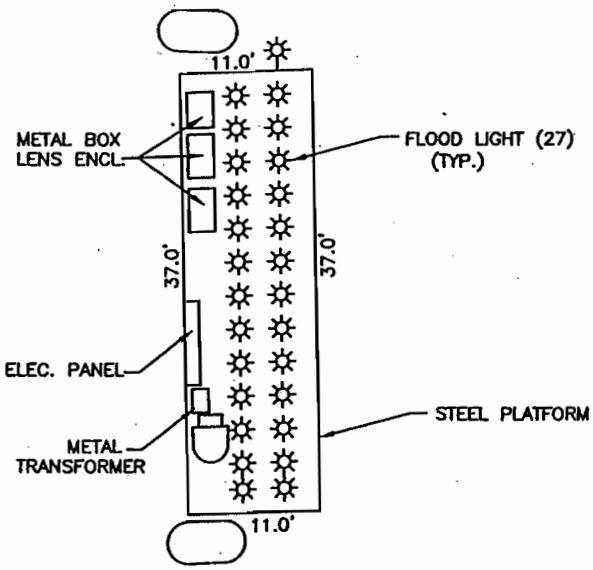
KEITH and SCHNARS, P.A.
LB 1337
ENGINEERS – PLANNERS – SURVEYORS 6500 N. ANDREWS AVE, FT. LAUDERDALE, FL. 33309-2132 (954) 776-1616

SHEET NO. 3 OF 4 SHEETS
PROJECT NO. 17391L

RG



PLATFORM SIDE VIEW
VIEW LOOKING EAST



NOT TO SCALE

UPPER LEVEL

DETAIL SKETCH

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SKETCH OF DESCRIPTION A PORTION OF S.E. 1ST AVE AND A PORTION OF SECTION 37, TWP 54S, RGE 41E CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA	DATE 01/18/05 SCALE N/A FIELD BK. 1121 DWG. BY J.S. CHK. BY R.K.K.	DATE / REVISIONS	KEITH and SCHNARS, P.A. LB 1337 ENGINEERS – PLANNERS – SURVEYORS 6500 N. ANDREWS AVE. FT. LAUDERDALE, FL. 33309-2132 (954) 776-1616 SHEET NO. 4 OF 4 SHEETS PROJECT NO. 17391L

EXHIBIT B

Sample Lease Agreement