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

Memorandum

MIAMI-DADE COUNTY

Date: November 20, 2008

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

From: George M. Burgess
County Manager

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

Resolution No. R-1168-08

Subject: Resolution Authorizing Execution of a Contract for Sale and Purchase between Rollins Leasing Corporation and Miami-Dade County for the purchase of 6.36 acres of land containing a fleet maintenance facility located at 8141 NW 80 Street, Medley

---

This item has been amended to reflect the following change as discussed during the Health and Public Safety Committee meeting of October 16, 2008:

1. The size of the property is 6.36 acres.

The attached memorandum has been revised accordingly.

Director
General Services Administration

Memorandum

MIAMI-DADE COUNTY

Date: November 20, 2008

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

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Execution of a Contract for Sale and Purchase between Rollins Leasing Corporation and Miami-Dade County for the purchase of ~~5.72~~ 6.36 acres of land containing a fleet maintenance facility located at 8141 NW 80 Street, Medley

---

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Contract for Sale and Purchase of approximately [[~~5.72~~]] >>6.36<< acres of land containing a vehicle fleet maintenance facility located at 8141 NW 80th Street, Medley, for $4,925,662 from Rollins Leasing Corporation, for the purpose of establishing a vehicle fleet maintenance facility for the Miami-Dade Fire Rescue Department. This item was prepared by General Services Administration at the request of the Miami-Dade Fire Rescue Department.

OWNER:	Rollins Leasing Corporation, a Delaware Corporation and a subsidiary of Penske Truck Leasing Company, L.P. (Attachment 1 – Rollins/Penske's Corporate Ownership Disclosure and Organizational Structure)
TAX FOLIO NUMBER:	22-3010-008-0050
SIZE:	Approximately [[~~5.72~~]] >>6.36<< acres
LOCATION:	8141 NW 80th Street, Medley, Florida
COMMISSION DISTRICT:	12
COMMISSION DISTRICT IMPACTED:	County-wide
ZONING:	M-1 (Industrial District): According to the Town of Medley Planning & Zoning Department, the vehicle fleet maintenance facility is a permitted use under the current zoning.

ENVIRONMENTAL: A Phase I and II Environmental Site Assessment has been prepared by Cherokee Enterprises Inc., as requested by the Department of Environmental Resources Management (DERM). The report concluded that the property contains groundwater and soil contamination. The Contract for Sale and Purchase requires that Rollins, and at their expense, continue to monitor and remediate the groundwater and soil issues until such time as they obtain a "No Further Action with Conditions Letter" issued by DERM.

The environmental assessment also found sub-surface methane gas in the immediate vicinity of the building which is being addressed through quarterly indoor methane gas monitoring. The long term solution requires a Methane Gas Management System to be designed for the building which Rollins has agreed to install as required by DERM. Rollins will maintain responsibility for the monitoring and operation of the Methane Mitigation System and any reporting obligations associated with the Methane issues until such time as the Methane Gas Mitigation System is installed, tested, and working as designed.

DERM will release Rollins from their obligation when they are satisfied that the system is working properly in accordance with DERM's requirements. At that point the MDFR will be responsible for the ongoing monitoring and maintenance of the system, estimated to be approximately $20,000 per year according to DERM. This agreement is detailed by the language contained in the attached Contract.

TAXES: According to the Miami-Dade County Tax Collector, the 2007 taxes are in paid status. The gross amount of combined real estate taxes and assessment for the year 2007 are $63,093.25.

TRACK RECORD: The Department of Business Development has no record on file of any violation for Rollins Leasing Corporation or Penske Truck Leasing Company, L.P.

PURCHASE PRICE: The property owner agreed to sell the property for $4,925,662.

APPRAISED VALUE: In March 2007, two state certified independent appraisers hired by Miami-Dade County valued the property at $7,225,000 and $7,020,000, respectively. The appraisals took into consideration the deed restrictions mentioned below, but not the contamination issues. The terms of the contract and the negotiated purchase price were the result of the contamination issues and the deed restrictions.

BACKGROUND: On October 7, 2003, by Resolution No. R-1073-03, the Board authorized Contract TA02-BLM with Penske Truck Leasing Co., L.P. for the provision and management of a facility for the maintenance of transit vehicles. That agreement included a right-of-first- refusal to purchase the property. In May 2008, Miami-Dade Transit (MDT) and Rollins agreed to modify the contract in order to relieve the company from managing the facility and allow MDT to continue leasing the facility through November 30, 2008. The consolidation of the MDT fleet to other Transit-owned facilities eliminated the need for MDT to continue leasing the Medley maintenance facility. The availability of this facility was brought to the attention of the Miami-Dade Fire Rescue Department, who has a need for a maintenance facility for its fire emergency vehicles. The County is exercising its right-of-first -refusal under the above-mentioned contract.

JUSTIFICATION: The acquisition of this property will provide MDFR with an additional fleet maintenance facility that will provide scheduled preventive maintenance and unscheduled repairs to its fire emergency vehicles, as necessary. MDFR maintains a fleet that includes heavy equipment consisting of fire trucks and emergency rescue vehicles. Furthermore, the strategic location in Northwest Miami-Dade County will minimize travel time and reduce fuel consumption for emergency vehicles housed at stations along the central and northern end of the County. Presently, fire emergency vehicles throughout the County must travel to the existing fleet maintenance facility located at 6000 SW 87th Avenue which will continue to support the stations along the south end of the County.

In addition to providing an alternate location, the proposed facility will help alleviate the impact on the existing MDFR facility and absorb future fire emergency vehicle fleet expansion, as well. The acquisition of this property will also eliminate the need for the construction of a new facility at an estimated cost of $20 million.

The proposed facility would adequately accommodate the MDFR by providing five vehicle repair bays, work shops, stock rooms, and office space. Other pertinent amenities include an above ground diesel fuel tank with three dispensers, two canopies, and two modular office trailers.

MDFR recognizes that Rollins will execute, acknowledge and deliver a Special Warranty deed illustrating Developmental Regional Impact (DRI) pre-existing deed restrictions, including an additional restriction prohibiting the use of the property as a full service vehicle leasing and/or a commercial or consumer vehicle rental facility. The Special Warranty Deed also prohibits the property from being used to provide logistics services for a period of seven years from the date of the deed. MDFR has reviewed those restrictions and intends to comply with them accordingly. The restrictions will not limit MDFR's intended use of the property. MDFR has been notified that a neighboring property within the Lakeview Commerce Park was granted a release from the Developmental Regional Impact (DRI) deed restrictions.

Following closing, MDFR will seek a release of those restrictions which have been imposed on the subject property under a Special Warranty Deed recorded in Official Record Book 16422 Page 4417.

FUNDING SOURCES: 2009 Miami-Dade Fire Rescue Sunshine Loan. The estimated facility operating expenses are approximately $160,000 per year, consisting of $85,000 for utilities and $75,000 for the facility maintenance which will be absorbed within the existing operating budget. Personnel and associated operational cost will be transferred from the existing Shop 2 Budget ($500,000).

MONITORS: Laureen Varga, GSA Chief Real Estate Officer
Scott Mendelsberg, MDFR Assistant Director

DELEGATED AUTHORITY: Authorizes the County Mayor or the County Mayor's designee to execute a Contract for Sale and Purchase and take all actions necessary to accomplish the purchase of the property.

Alina Hudak
Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: November 20, 2008

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

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

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**

6

Approved _____ Mayor

Veto _____

Override _____

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

11-20-08

RESOLUTION NO. R-1168-08

RESOLUTION.AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF $4,925,662.00 BETWEEN ROLLINS LEASING CORPORATION, A DELAWARE CORPORATION AND A SUBSIDIARY OF PENSKE TRUCK LEASING COMPANY, L.P., AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY 6.36 ACRES OF IMPROVED AND VACANT PROPERTY LOCATED AT 8141 NW 80TH STREET, MEDLEY, FLORIDA, AND RELATED EQUIPMENT, FOR THE PROVISION OF FIRE RESCUE VEHICLE MAINTENANCE SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a Contract for Sale and Purchase in the amount of $4,925,662.00, between Rollins Leasing Corporation, a Delaware Corporation and a subsidiary of Penske Truck Leasing Company, L.P., as Seller and Miami-Dade County, as Buyer, of approximately [[~~5.72~~]][1] >>6.36<< acres of improved and vacant property located at 8141 NW 80th Street, Medley, Florida, and related equipment, for the provision of fire rescue vehicles maintenance services; and authorizing the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

[1] Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, 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	absent
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	absent	Dennis C. Moss	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of November, 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.

Thomas Goldstein

Bruce Libhaber

ATTACHMENT 1

ROLLINS/PENSKE'S CORPORATE OWNERSHIP DISCLOSURE AND ORGANIZATIONAL STRUCTURE

Rollins Leasing LLC is a Delaware limited liability company owned 100% by Rollins Truck Leasing LLC.

Rollins Truck Leasing LLC is a Delaware limited liability company owned 100% by Penske Truck Leasing Co., L.P.

Penske Truck Leasing Co. L.P. is a Delaware limited partnership - the sole General Partner is Penske Truck Leasing Corporation with an 11.68% general partnership interest; another subsidiary of Penske Corporation owns an 18.32% limited partnership interest; GE Capital subsidiaries own a combined 70% limited partnership interest. Attachment 2 illustrates the ownership percentages.

Our operating entity is Penske Truck Leasing Co., L.P. and its officers are:

- Roger S. Penske - Director
- Walter Czarnecki - Director
- Brian Hard - Director/President
- Frank Cocuzza - Senior Vice President-Finance
- Michael A. Duff - Senior Vice President, General Counsel and Assistant Secretary
- Wayne S. Angelbeck - Vice President and Treasurer
- Marc E. Althen - Senior Vice President-Administration and Facilities

The ultimate entity on the Penske side is Penske Corporation, a privately held company. Its executives are:

- Roger S. Penske, Chairman and CEO
- Robert H. Kurnick Jr., President
- J. Patrick Conroy, EVP and CFO

CONTRACT FOR SALE AND PURCHASE

Project: Miami-Dade Fire Rescue Maintenance Facility
Folio No: 22-3010-008-0050

This Contract for Sale and Purchase is entered into as of the 22 day of Sept. , 2008 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and Rollins Leasing Corp., whose address is Rt. 10 and Pheasant Road, Reading, PA 19607, hereinafter referred to as "Seller."

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain real property, located at **8141 NW 80th Street**, Miami-Dade County, Florida and legally and more specifically described in Exhibit A, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to real property, if any (collectively, the "Real Property"), and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Real Property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any.

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of Four Million Nine Hundred Twenty-Five Thousand Six Hundred Sixty-Two Dollars ($4,925,662) (the "Purchase Price"). Twenty-four (24) hours prior to the Closing (as defined below), Buyer shall pay to NATIONAL TITLE INSURANCE COMPANY ("Escrow Agent") the Purchase Price. Buyer shall obligate Escrow Agent to hold the Purchase Price in escrow and at the Closing (as hereinafter defined) Escrow Agent shall pay the Purchase Price to Seller.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property and agrees to convey title by Special Warranty Deed.

4. AD VALOREM TAXES. Buyer hereby covenants that it is a political subdivision of the State of Florida and is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of Closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Prior to the date hereof Buyer may obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. In the event this transaction closes, Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the

Real Property for the period between closing and recording of the Special Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. INSPECTIONS/HAZARDOUS MATERIALS. Prior to the date hereof Buyer shall, at its own cost and expense conduct whatever inspections, tests and investigations of the Property as Buyer deems necessary to determine defects to the Property including fill requirements not limited to the cost to cure the land for flood condition, and demucking. The Buyer will obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct any tests and investigations of the Property as required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances, groundwater contamination, soil contamination, methane gas, and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind. Buyer shall provide Seller with copies of all reports, inspections and due diligence conducted with regard to defects to the Property. Should such inspections show defects to the Property, including the presence of hazardous material, groundwater contamination, soil contamination, methane gas, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Seller written notice, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof and Seller shall have no further obligations to Buyer with regard to the Real Property, including any obligations or options that may otherwise be set forth in Contract No. TA02-BLM between Buyer and Seller, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing or if unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyer's option without adjustment to the Purchase Price such option to be exercised in writing within five (5) days of Seller's notice to Buyer that Seller is unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as set forth above.

7. SURVEY. Prior to the date hereof Buyer at Buyer's sole cost and expense may obtain a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within thirty (30) days before the Closing date, unless this thirty (30) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall,

upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. If Closing does not occur, Buyer shall repair and restore the Property to the condition existing prior to any test or construction on the site.

9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property (other than Buyer's personnel) and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property (other than those between Buyer and Seller).

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any shall be prorated to the day prior to Closing.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of Closing, and the work and improvements for which the lien was filed have been completed prior to the Closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

12. CLOSING. The closing of this transaction shall occur unless otherwise mutually agreed upon by both Buyer and Seller at 9:00 a.m. on or before December 1, 2008 at Buyer's Title Company located at 151 S.W. 27th Avenue, Miami, Florida, 33135 (the "Closing"). If Closing does not take place by December 1, 2008, Seller shall have no further obligations to Buyer with regard to the Real Property, including any obligations or options that may otherwise be set forth in Section 30.1.10 of Contract No. TA02-BLM between Buyer and Seller.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer.

14. BROKERS. Buyer and Seller each represent and warrant to the other that it has not dealt with or engaged any broker, agent, realtor, or finder in connection with the transactions contemplated by this Agreement. Buyer and Seller shall each defend, indemnify, and hold the other harmless from and against any and all loss, liability, claim, cost, damage, and expense (including, without limitation, reasonable attorneys' fees) arising out of the indemnifying party's breach of its representations and warranties set forth in this Section 14. The provisions of this Section 14 shall survive Closing and delivery of the Special Warranty Deed, or the termination of this Agreement.

15. EXPENSES. Seller shall be responsible for recording fees on the Special Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Special Warranty Deed.

16. LOSS. All risk of loss to the Property shall be borne by Seller until transfer of title.

17. INTENTIONALLY LEFT BLANK.

18. POSSESSION. Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing.

19. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

21. DISCLOSURE. Within 10 days of the Effective Date, Seller shall provide to Buyer copies of all environmental reports, surveys and drawings of the Real Property.

22. SUCCESSORS IN INTEREST. This Contract will ensure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

25. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take

precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28 EFFECTIVENESS. The Effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners. The Board's approval shall become effective as follows: 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 the Board. The effective approval shall be obtained prior to the date hereof.

29. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

30. Deed. At Closing, Seller shall execute, acknowledge, and deliver to Buyer a Special Warranty Deed for the entire fee simple interest in the Property (the "Deed"). Buyer and Seller agree that the Deed shall contain the following restrictions and covenants and agree that such restrictions and covenants shall run with the land:

(a) "Neither the Property nor any portion thereof shall be used as, and Buyer specifically covenants with Seller not to directly or indirectly use the Property or any portion thereof, as or to permit the Property or any portion thereof to be used as a full service vehicle leasing and/or a commercial or consumer vehicle rental facility, or to be used to provide logistics services, in any case by Buyer or its successors or assigns, or by any of their respective tenants, employees, affiliates, or independent contractors, or any of their respective successors or assigns, for a period of seven (7) years from the date of this Deed, at which time (provided Buyer is not then in breach of such restriction) such restriction shall terminate and be of no further effect. This restriction and covenant is made for the benefit of Seller, its successors, and assigns. Seller and its successors and assigns are specifically given the right to enforce the foregoing restriction and covenant by injunction or other legal or equitable proceeding, and to recover damages (including without limitation reasonable attorneys' fees) resulting from any violation hereof. If, for any reason, any part of the foregoing restriction shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of this restriction not so held invalid, illegal or unenforceable, and each other portion of this restriction shall to the fullest extent consistent with law continue in full force and effect."

(b) "Building Area Restriction. Grantee and its heirs, successors and assigns shall be restricted to a building area, in terms of gross square feet (as calculated in accordance with the requirements of the Metropolitan Dade County Building and Zoning Department) of not more than 110,119 gross square feet, and shall not be permitted to seek or apply for any variance from the maximum density restriction imposed by this subpart (a) or by that certain Declaration of Restrictions (as same may be amended or modified being herein called the "Declaration") recorded in Official Records Book 15788

at Page 1708 at the Public Records of Dade County, Florida (the "Building Area Restriction")."

(c) "Parking Space Restriction. Grantee and its heirs, successors and assigns shall be restricted from constructing or permitting on the Property not more than 84 parking spaces and shall not be permitted to seek or apply for any variance from the minimum parking requirements imposed by the Dade County Code, the Declaration or this Deed (the "Parking Space Restriction")."

(d) "Use Restriction. Grantee and its heirs, successors and assigns shall be restricted to using the Property only for industrial, manufacturing or processing plant uses permitted in an IU-1 zoning district, but specifically excluding the following uses; hotel, motel, restaurant and office building. Grantee and its heirs, successors and assigns shall not be permitted to seek or apply for any variance from the permitted uses of the Property under an IU-1 zoning classification (the "Use Restriction")."

(e) "Operations Restriction. Grantee agrees on behalf of itself, and its heirs, successors and assigns that no activities (i.e. relating to the business(es) to be conducted by the owner(s) and/or tenants) shall be conducted on the Property until such time as building improvements are, in fact, constructed thereon (the "Operations Restriction")."

(f) "Development Restriction. Grantee agrees on behalf of itself and its heirs, successors and assigns that so long as Grantor owns any portion of the Platted Property (as hereinafter defined), (a) all construction to be undertaken on the Property and all buildings or improvements constructed or incorporated thereon shall be in accordance and conformance with the provisions applicable to an IU-1 zoning classification under the Dade County Code, and (b) Grantee, its heirs, successors and assigns shall not seek or apply for any variance from such building requirements or limitations (the "Development Restriction")."

(g) "Gallonage Restriction. Grantee acknowledges on behalf of itself and its heirs, successors and assigns that title to the Property is subject to that agreement for water and sanitary sewage facilities between Metropolitan Dade County and Vulcan Lands, Inc. (the "Water Agreement") recorded in Official Records Book 15978, page 2767 of the Public Records of Dade County, Florida, which Water Agreement affects the Grantee's use of water, sewage and other facilities relative to the Property, and Grantee further acknowledges that the Water Agreement is binding upon the successors and assigns of the parties thereto and runs with the Property. Grantee and its heirs, successors and assigns shall be restricted to the average daily gallonage of 2120 gallons under the Water Agreement, which amount is hereby allocated to the Property. Grantee agrees and acknowledges that it shall be responsible for the installation (and cost thereof) of all meters, hook-up and connection charges and reservation fees relative to such facilities, and that the cost of its usage of such facilities shall be governed by the Water Agreement (the "Gallonage Restriction")."

(h) "The Parking Space Restriction shall cease to exist if Grantee, without any obligation to do so, secures from the Florida Department of Community Affairs a binding

letter stating that additional parking spaces could be developed without requiring that the property comprising the Lakeview Commerce Park according to the Plat thereof, recorded in Plat Book 143, Page 88, of the Public Records of Dade County, Florida (the "Platted Property") undergo review as a development of regional impact, pursuant to Chapter 380 of the Florida Statutes (1993). The restrictions set forth herein shall be binding upon the Grantee and its heirs, successors and assigns, and said restrictions shall be deemed to be covenants running with the Property. In the event of a violation or breach of the Building Area Restriction, Parking Space Restriction, Operations Restriction, Development Restriction, Gallonage Restriction and/or Use Restriction, Grantor shall have the right to proceed at law or in equity to enforce said restrictions and compel compliance therewith. Further, Grantee (including and its heirs, successors and assigns) shall indemnify Grantor for any and all costs relating to the enforcement of the Building Area Restriction, Parking Space Restriction, Development Restriction, Operations Restriction, Gallonage Restriction and/or Use Restriction (including, but not limited to attorneys' fees and costs)."

It is expressly understood that paragraphs (b) through (h) above are pre-existing restrictions on the property. No new restrictions on the use of the property (other than as outlined in paragraph (a) and Section 34 hereof) shall be created by the parties or by statute or implied as a result of this agreement.

31. NOTICE. All communications regarding this transaction shall be directed to:

as to Buyer:

Laureen Varga
Chief Real Estate Officer
General Services Administration
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128

Bruce Libhaber
Assistant County Attorney
111 N.W. 1st Street 27th Floor
Miami, Florida 33128

as to Seller:

Rollins Leasing Corp.
c/o Penske Truck Leasing Co., L.P.
Route 10 - Green Hills
P. O. Box 563
Reading, Pennsylvania 19603-0563
Attn: Jennifer H. Sockel, Vice President - Real Estate

With a copy to:

James M. Townsend, Jr.

Senior Counsel
Penske Truck Leasing Co., L.P.
Route 10 - Green Hills
P. O. Box 563
Reading, Pennsylvania 19603-0563

32. As-Is Sale. Buyer and Seller specifically agree that neither Seller nor anyone on Seller's behalf has made any representation or warranty regarding the Real Property or any aspect or condition thereof (including, but not limited to, whether the Real Property complies with federal, state, or local government laws or regulations applicable to the Real Property or its use), and that Seller expressly disclaims any such representation or warranty. Buyer specifically acknowledges that it has fully examined and inspected the Real Property (or will have the opportunity to do so prior to Closing), that it is relying solely on its own due diligence in electing to purchase the Real Property, and that it is purchasing the Property AS-IS, WHERE-IS, WITH ALL FAULTS, without any warranties of any kind regarding the condition of the Property or its use, except for the title warranties contained in the Special Warranty Deed.

33. Fuel Storage Tank. Buyer and Seller acknowledge the existence of a 20,000 gallon diesel fuel storage tank on the Real Property (such tank, fuel island and corresponding tank systems being referred to as the "Tank"). It is specifically understood and agreed that Buyer shall have the opportunity to fully examine and inspect the Tank and that Buyer shall rely on its own due diligence in respect to the status of the Tank. It is specifically understood and agreed that currently there is no active Certificate of Occupancy for the Real Property because of the Tank. In accordance with Section 32 above, Buyer agrees that it is purchasing the Tank (together with the Real Property) AS-IS, WHERE-IS, WITH ALL FAULTS, without any warranties of any kind regarding the condition of the Tank or its use. Furthermore, Buyer agrees that it shall indemnify, defend, protect and hold harmless Seller and its partners and their respective partners, directors, officers, employees, agents, attorneys, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, or expenses (including reasonable attorneys' fees, consultants fees, and expert fees) arising from or caused in whole or in part, directly or indirectly, from the use and operation of the Tank and any and all costs incurred in connection with any site investigation and any and all costs for repair, cleanup, detoxification or decontamination, or other remedial action of the Real Property.

Buyer agrees that at Closing Buyer shall execute and return to Seller all documents necessary to transfer ownership of the Tank to Buyer, and to register the Tank (in Buyer's name) with the appropriate state and/or federal governmental authorities. Seller and Buyer agree that Seller shall be responsible, at Buyer's expense, for filing such forms with such appropriate governmental authorities.

34. Environmental Conditions

(a) Existing Conditions. Buyer and Seller hereby acknowledge the environmental conditions on the Real Property as detailed in the following documents, which each party hereby acknowledges having received:

(i) November 27, 2007 letter from Miami-Dade County Environmental Resource Management ("DERM") to Harpal S. Kapoor (the "DERM Letter");
(ii) Methane Gas Assessment Report by Arcadis dated April 21, 2008; and
(iii) Site Assessment/Source Removal Report by Arcadis dated May 2008

(b) Soil Issues. Buyer acknowledges the environmental conditions as described in the DERM Letter as "Soil Issues". Buyer further acknowledges that after the Closing Seller shall continue to sample, analyze, assess, and remediate the "Soil Issues" to obtain a No Further Action with Conditions Letter issued by DERM. Buyer and Seller agree that Seller shall indemnify and hold Buyer harmless for any claims, liabilities, damages, costs or expenses directly resulting from or related to the "Soil Issues", and will remain responsible for the sampling, analysis, assessment, and remediation of the "Soil Issues" after Closing. Buyer also understands and agrees that if requested or required by Seller or DERM in order to obtain or issue the No Further Action with Conditions Letter, deed restrictions shall be placed on the Real Property including, but not limited to, prohibiting the Buyer and its successors and assigns restricting the land use on the Real Property, and/or requiring proper management, removal and/or disposal of soil on the site during construction or other soil disturbance activities. Buyer agrees Seller shall be released from above indemnity obligations effective upon obtaining the No Further Action with Conditions Letter.

(c) Groundwater Issues. Buyer acknowledges the environmental conditions as described in the DERM Letter as "Groundwater Issues". Buyer further acknowledges that after the Closing Seller shall continue to monitor, assess, and remediate the "Groundwater Issues" to obtain a No Further Action with Conditions Letter issued by DERM. Buyer and Seller agree that Seller shall indemnify and hold Buyer harmless for any claims, liabilities, damages, costs or expenses directly resulting from or related to the "Groundwater Issues", and will remain responsible for the monitoring and remediation of the "Groundwater Issues" after Closing. Buyer also understands and agrees that if requested or required by Seller or DERM in order to obtain or issue the No Further Action with Conditions Letter, deed restrictions shall be placed on the Real Property including, but not limited to, prohibiting the Buyer and is successors and assigns from using the groundwater on the Real Property, restricting the land use on the Real Property, and/or requiring proper management of groundwater on the site during construction or other dewatering activities. Buyer agrees Seller shall be released from above indemnity obligations effective upon obtaining the No Further Action with Conditions Letter.

(d) Methane Issues. Buyer acknowledges the environmental conditions as described in the DERM Letter as "Methane Issues". Buyer further acknowledges that a methane gas management system shall be required on the Real Property and the methane gas management system shall require routine monitoring, adjustment, and testing, and that DERM shall require periodic methane testing and reporting for the Real Property. Seller agrees to install the necessary methane management system as required by DERM. Buyer and Seller agree that Buyer shall indemnify and hold Seller harmless for any claims, liabilities, damages, costs or expenses directly resulting from or related to the "Methane Issues". Seller shall be responsible for any claims, liabilities, damages, costs or expenses directly resulting from or related to the "Methane Issues" until such time as the methane gas management system is installed, tested, and working as designed, (except to the extent such claims, liabilities, damages, costs or

expenses arise out of Buyer's, its agents' or its invitees' negligence willful misconduct, or failure to comply with DERM operating requirements) and Seller will remain responsible for any reporting obligations associated with the "Methane Issues" until such time as the methane gas management system is installed, tested, and working as designed. Buyer also understands and agrees that deed restrictions shall be placed on the Real Property including but not limited to, institutional and engineering controls during trenching, excavation, or other subsurface work at the Real Property, requirements that any future buildings and/or building expansions include methane gas management systems, continued indoor methane gas monitoring and reporting, and/or continued operation and reporting of a methane gas management system. Buyer agrees Seller shall be released from above indemnity obligations once the methane gas management system is installed, tested, and working as designed and the Buyer is provided with an indoor methane gas monitoring plan, as-built methane gas management system plans and an operation and maintenance plan that meets DERM requirements.

(e) Right of Access. Buyer acknowledges that Seller will require access to the Real Property after Closing to continue activities to pursue and obtain No Further Action letters regarding the Soil Issues, Groundwater Issues and Methane Issues, including but not limited to monitoring and remediation in accordance with DERM requirements, and Buyer will fully cooperate with Seller and Seller's agents to complete the necessary monitoring and remediation. Buyer hereby grants Seller and its duly authorized agents and representatives the right to enter upon the Real Property after the Closing up and until the date upon which, (1) Seller obtains No Further Action with Conditions letter(s) to be issued by DERM for the Soil Issues, and Groundwater Issues and; (2) the methane gas management system is installed, tested and working as designed; provided, however, that in making any entries on the Real Property pursuant to this Agreement, Seller shall use its commercially reasonable efforts not to unreasonably interfere with Buyer's use and occupancy of the Real Property. As consideration for being afforded the right to enter upon the Real Property after Closing, Seller hereby releases, indemnifies and holds harmless Buyer from all present or future claims, causes of action, demands, losses, costs or expenses (including mechanics liens) resulting from or arising in any way out of Seller's entry, presence, or other activities on the Real Property or that of its agents or representatives, or the use of any equipment or procedures while on, entering or leaving the Real Property. Claims arising out of site conditions arising after the date of Closing, or the negligence or willful misconduct of Buyer, its parent and subsidiaries, affiliates and their respective shareholders, directors, officers and agents are excluded from this indemnity.

(f) Survival. Buyer and Seller agree that the provisions of this Section 34 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

BUYER:

ATTEST:

MIAMI-DADE COUNTY

By:_____
Clerk

By:_____
County Mayor (or County Mayor's designee)

Date:_____

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

SELLER:

WITNESS:

ROLLINS LEASING CORP.

_____

By:_____
Marc E. Althen
Senior Vice President – Administration and Procurement
Date: 9/22/08

Commonwealth
~~STATE~~ OF Pennsylvania

COUNTY OF Berks

I HEREBY CERTIFY, that on this 22 day of September, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Marc E. Althen for Rollins Leasing Inc., personally known to me, or proven, by producing the following identification: personally known to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Reading PA in the County and State aforesaid, on this, the 22 day of September, 2008.

Michele L. Hansen (SEAL)
Notary Public
Michele L. Hansen
Print
Notary Public, ~~State~~ of Commonwealth Pennsylvania
My Commission expires 9/18/2010

NOTARY SEAL / STAMP

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michele L. Hansen, Notary Public
Cumru Twp., Berks County
My Commission Expires Sept. 18, 2010
Member, Pennsylvania Association of Notaries

20

EXHIBIT A

CONTRACT FOR SALE AND PURCHASE

REAL PROPERTY

Lots 5, 6 and 7 and the West 50 feet of Lots 8 and 11, all in Block 1, LAKEVIEW COMMERCE PARK, according to the Plat thereof, recorded in Plat Book 143, Page 88, of the Public Records of Dade County, Florida

EXHIBIT "A"

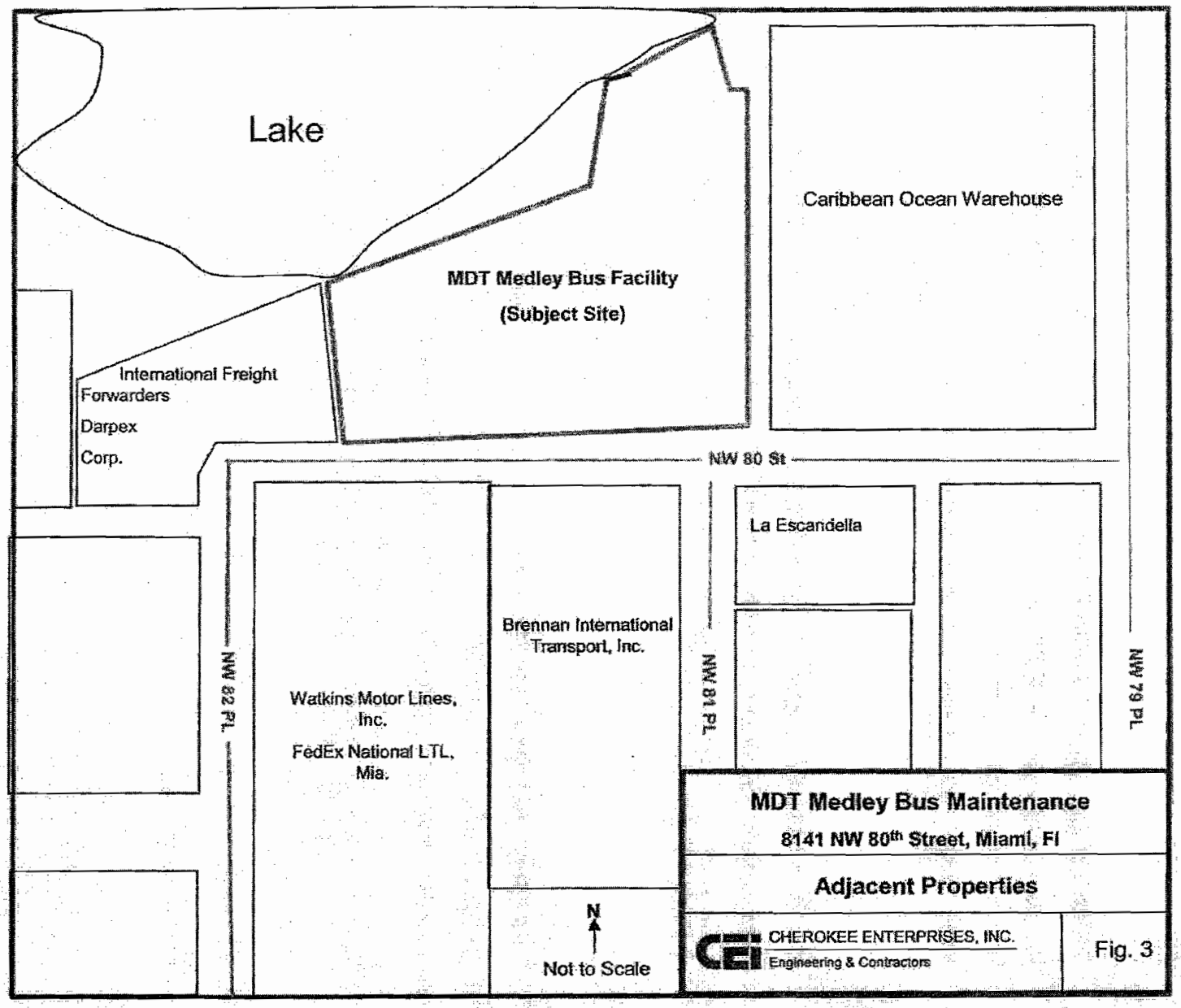
MIAMI-DADE FIRE RESCUE
(PENSKE) MAINTENANCE FACILITY

Legal Description

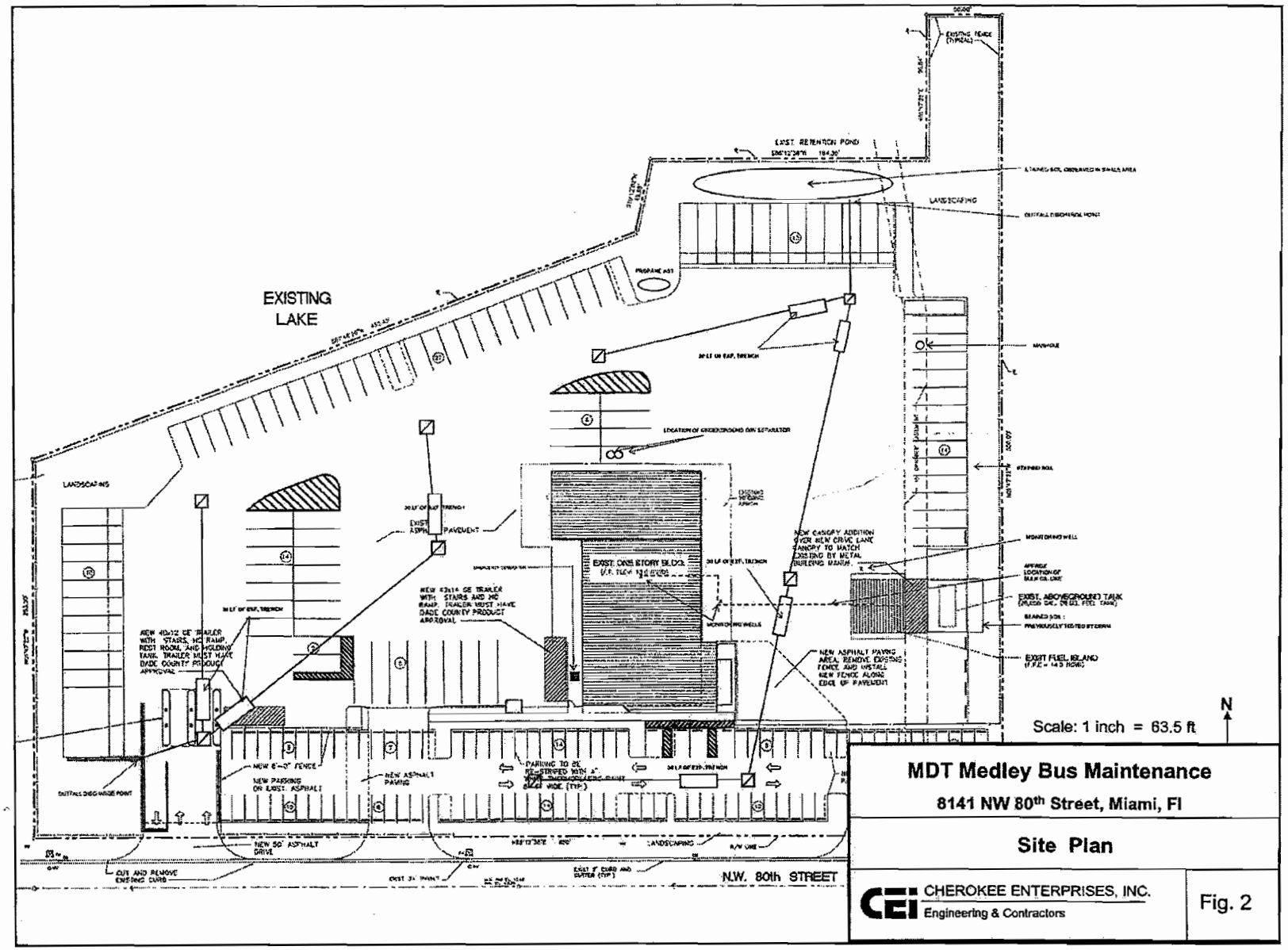
FOLIO NUMBER: 22-3010-008-0050

Property Address: 8141 NW 80 Street, Medley

Legal Description: LAKEVIEW COMMERCE PARK PB 143-88 T-18234
LOTS 5 6 7 & W 50FT OF LOTS 8 & 11 BLK 1


Lake
MDT Medley Bus Facility
(Subject Site)
Caribbean Ocean Warehouse
International Freight
Forwarders
Darpex
Corp.
NW 80 St
NW 82 PL
Watkins Motor Lines,
Inc.
FedEx National LTL,
Mia.
Brennan International
Transport, Inc.
NW 81 PL
La Escandella
NW 79 PL
N
Not to Scale
MDT Medley Bus Maintenance
8141 NW 80th Street, Miami, Fl
Adjacent Properties
CHEROKEE ENTERPRISES, INC.
Engineering & Contractors
Fig. 3

23



MDT Medley Bus Maintenance

8141 NW 80th Street, Miami, Fl

Site Plan

CEI CHEROKEE ENTERPRISES, INC.
Engineering & Contractors

Fig. 2

24