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

# Memorandum

MIAMI-DADE COUNTY

Date: April 17, 2012

Agenda Item No.8(A)(1)

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

From: Carlos A. Gimenez
Mayor

Resolution No. R-335-12

Subject: Resolution Approving Assignment of Kendall-Tamiami Executive Airport Leases, Release of Liabilities and Extension of Building Permit Acquisition and Construction Time

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**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the accompanying resolution regarding leases at Kendall-Tamiami Executive Airport (i) authorizing the assignment by B&B and Florida Air Executive Services, to two new tenants named "TMB Lot 46, LLC," and "TMB Lot 48, LLC," for Lots 46 and 48, respectively; (ii) approve the release of the original tenants from further obligations under the leases; and (iii) approve the time extensions for both assignees to obtain building permits and construct hangars.

**SCOPE**

Kendall-Tamiami Executive Airport is located in Commission Chairman Joe A. Martinez' District 11; however, the impact of this item is countywide as Kendall-Tamiami Executive Airport is a regional asset.

**FISCAL IMPACT/FUNDING SOURCE**

These leases will generate pavement and land-rent revenue for the Miami-Dade Aviation Department over the course of their 20-year terms. The two new tenants will be required to pay annual pavement and land rent in the amount established by the Board of County Commissioners; initially, $11,901.36 for 1.79 acres for Lot 46 and $7,556.74 for .95 acres for Lot 48. In addition, the new tenant for Lot 46 must invest a minimum of $400,000 and the new tenant for Lot 48 must invest a minimum of $190,000 for design and construction of the proposed storage and maintenance hangars.

**TRACK RECORD/MONITOR**

The assignees for Lots 46 and 48 have only been in business since 2011 and therefore have no payment history with the County; however, their company owner, International Flight Center, is an existing tenant at Kendall-Tamiami Executive Airport and has a good payment history with the County. Miami-Dade Aviation Department Business Development Coordinator Maria Anon will monitor the contract. TMB Lot 46 LLC and TMB Lot 48 LLC list the Company Manager as Mr. Wilfredo Valle with a company address at 14592 SW 129 Street Miami, Fl 33186.

**BACKGROUND**

Pursuant to Resolution Nos. R-862-10 and R-863-10, the Board of County Commissioners approved 20-year development lease agreements with Florida Air Executive Services and B&B, respectively, for the companies to construct hangars at Kendall-Tamiami Executive Airport. Because of the downturn in the economy, both have requested approval of assignment of their leases to new tenants, B&B to TMB Lot 46, LLC, and Florida Air Executive Services to TMB Lot 48, LLC. Both companies are owned by International Flight Center who is deemed by the Miami-Dade Aviation Department to be a suitable tenant. Although the Assignment documents reflect that past rents were due as of the date of the Assignments, those payments have since been made and both leases are current in payments to the Aviation Department.

Inasmuch as neither B&B nor Florida Air Executive Services have incurred any liabilities under the leases, they have requested that they be released from liabilities so that the assignee tenants become solely responsible for all lease obligations.

Finally, the new tenants have requested a 10-month extension to obtain building permits by August 26, 2012, and an eight-month extension to complete the construction of their respective facilities by April 26, 2013.

Deputy Mayor

# MEMORANDUM

(Revised)

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

**DATE:** April 17, 2012

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

**SUBJECT:** Agenda Item No. 8(A)(1)

**Please note any items checked.**

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
4-17-12

RESOLUTION NO. R-335-12

RESOLUTION RELATING TO KENDALL-TAMIAMI EXECUTIVE AIRPORT; APPROVING ASSIGNMENT BY B&B, LLC OF ITS LEASE TO TMB LOT 46, LLC, AND APPROVING ASSIGNMENT BY FLORIDA AIR EXECUTIVE SERVICES, LLC OF ITS LEASE TO TMB LOT 48, LLC; APPROVING RELEASE OF BOTH ASSIGNORS FROM FURTHER OBLIGATIONS UNDER SUCH LEASES AND APPROVING EXTENSION OF TIME FOR BOTH ASSIGNEES TO OBTAIN BUILDING PERMITS AND COMPLETE CONSTRUCTION OF THEIR RESPECTIVE HANGAR FACILITIES

**WHEREAS,** this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board approves the assignment by B&B, LLC of its lease at Kendall-Tamiami Executive Airport to TMB Lot 46, LLC, and approves the assignment by Florida Air Executive Services, LLC, of its lease at Kendall-Tamiami Executive Airport to TMB Lot 48, LLC; approves the release of both assignors from further obligations under their lease agreements and approves the extensions of time for both assignees to obtain building permits and complete construction of their hangar facilities on their respective Premises, such time extensions to be those set forth in the accompanying memorandum.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

| | | | |
|---|---|---|---|
| Joe A. Martinez, Chairman | | | **aye** |
| Audrey M. Edmonson, Vice Chairwoman | | | **aye** |
| Bruno A. Barreiro | **aye** | Lynda Bell | **aye** |
| Esteban L. Bovo, Jr. | **aye** | Jose "Pepe" Diaz | **absent** |
| Sally A. Heyman | **aye** | Barbara J. Jordan | **absent** |
| Jean Monestime | **aye** | Dennis C. Moss | **aye** |
| Rebeca Sosa | **aye** | Sen. Javier D. Souto | **absent** |
| Xavier L. Suarez | **absent** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of April, 2012. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. TPA

Thomas P. Abbott

ASSIGNMENT AND ASSUMPTION
OF
LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT is made this 17th day of Nov., 2011, by and among FLORIDA AIR EXECUTIVE SERVICES LLC, a Florida limited liability company, as Lessee, TMB Lot 48, LLC, a Florida limited liability company, as Assignee, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, as Lessor.

WHEREAS, Lessee and Lessor are parties to that certain Development Lease Agreement No. T-5277 at Kendall Tamiami Executive Airport dated October 26, 2010, providing for the lease of 0.95 acres of airport property for an initial term of 20 years (hereinafter "Lease"); and

WHEREAS, FLORIDA AIR EXECUTIVE SERVICES LLC, a Florida limited liability company possesses all right, title, and interest in and to the Lease, as Lessee, and desires to assign, and transfer the Lease to Assignee, and Assignee desires to accept said assignment and transfer upon the terms and conditions hereinafter set forth, and

WHEREAS, Lessee and Lessor have no claims or defenses one against the other by reason of said Lease and confirm that said Lease is current and in good standing; and

WHEREAS, Lessor does hereby consent to the assignment of the Lease to Assignee as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, an Assignment Fee in the amount of TWENTY THOUSAND and 00/100 Dollars ($20,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed:

1. Assignment. Lessee hereby assigns, and transfers to Assignee any and all of Lessee's rights, title and interest in and to the Lease effective November 17th, 2011 (the "Effective Date"). Lessee represents and warrants that it has not encumbered or otherwise disposed of the Lease and there are no encumbrances or restraints against assignment other than what is set forth in the Lease.

2. Acceptance and Indemnification. Assignee hereby accepts the foregoing assignment and transfer and promises and agrees to faithfully perform all covenants, stipulations, agreements, and obligations under the Lease accruing on and after the Effective Date, or otherwise attributable to the period commencing on said date and continuing thereafter. Assignee shall indemnify and hold Lessee harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever, not caused by Lessor or Lessee, and relating to the Lease or the premises demised thereunder arising on or after Effective Date.

3. Consent of Landlord. In consideration of the foregoing, the Lessor hereby consents to the Assignment of the Lease by Lessee to the Assignee as of the Effective Date. By this Assignment, Lessor represents and warrants that the Lease Agreement is presently in good standing in the form, terms and conditions as set forth in said Lease Agreement; that the current monthly rental is the sum of SIX HUNDRED TWENTY-NINE DOLLARS AND SEVENTY-TWO CENTS ($629.72) per month plus seven per cent (7.0%) Florida Sales Tax; that said monthly rental has been paid through July 2011, and there is due and owing the total sum of $2,671.64 for rents through November 2011; that an assignment fee in the amount of $2,000.00 is due and payable to Lessor in connection with Lessor's consent to this assignment; and that the amount of the Security Deposit presently due to Lessor is ONE THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS AND NINETEEN CENTS ($1,889.19).

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4. The parties acknowledge and agree that Lessee will be seeking, via a separate request that is not part of this "as is" assignment, (i) a request for an extension of the original development period for an additional ten (10) months to obtain the building permits and eight (8) months for construction of the improvements to the premises, and (ii) a request that the County release the Lessee from all obligations under the Lease Agreement from and after the effective date of the Assignment.. All parties hereto acknowledge that this request for an extension of the development time and release is independent of this "as is" assignment and may or may not be granted by the Board of County Commissioners.

5. Agreement Binding. This Agreement shall be binding upon the successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements, and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease Agreement the day and year first above set forth.

WITNESSES:

Mireya Carballosa

Mireya Carballosa

LESSEE:
FLORIDA AIR EXECUTIVE SERVICES LLC

BY: [signature]
NAME: Gonzalo Savabrin
TITLE: Manager

ASSIGNEE:
TMB Lot 48, LLC

BY: [signature]
NAME: Wilfredo Valle
TITLE: Manager

LESSOR:
MIAMI-DADE COUNTY, by and through its Aviation Department

BY: [signature]
NAME: Miguel Southlick
TITLE: Deputy Aviation Director

Grisel Ogha

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

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## ASSIGNMENT AND ASSUMPTION
## OF
## LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT is made this 17th day of Nov, 2011, by and among B & B, LLC , a Florida limited liability company, as Lessee, TMB Lot 46, LLC, a Florida limited liability company as Assignee, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, as Lessor.

WHEREAS, Lessee and Lessor are parties to that certain Development Lease Agreement No. T-5276 at Kendall Tamiami Executive Airport dated October 26, 2010, providing for the lease of 1.79 acres of airport property for an initial term of 20 years (hereinafter "Lease"); and

WHEREAS, B & B, LLC, a Florida limited liability company, possesses all right, title, and interest in and to the Lease, as Lessee, and desires to assign, and transfer the Lease to Assignee, and Assignee desires to accept said assignment and transfer upon the terms and conditions hereinafter set forth, and

WHEREAS, Lessee and Lessor have no claims or defenses one against the other by reason of said Lease and confirm that said Lease is current and in good standing; and

WHEREAS, Lessor does hereby consent to the assignment of the Lease to Assignee as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, an Assignment Fee in the amount of TWENTY THOUSAND and 00/100 Dollars ($20,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed:

1 Assignment. Lessee hereby assigns, and transfers to Assignee any and all of Lessee's rights, title and interest in and to the Lease effective November 17th, 2011 (the "Effective Date"). Lessee represents and warrants that it has not encumbered or otherwise disposed of the Lease and there are no encumbrances or restraints against assignment other than what is set forth in the Lease.

2. Acceptance and Indemnification. Assignee hereby accepts the foregoing assignment and transfer and promises and agrees to faithfully perform all covenants, stipulations, agreements, and obligations under the Lease accruing on and after the Effective Date, or otherwise attributable to the period commencing on said date and continuing thereafter. Assignee shall indemnify and hold Lessee harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever, not caused by Lessor or Lessee, and relating to the Lease or the premises demised thereunder arising on or after Effective Date.

3. Consent of Landlord. In consideration of the foregoing, the Lessor hereby consents to the Assignment of the Lease by Lessee to the Assignee as of the Effective Date. By this Assignment, Lessor represents and warrants that the Lease Agreement is presently in good standing in the form, terms and conditions as set forth in said Lease Agreement; that the current monthly rental is the sum of NINE HUNDRED NINETY-ONE DOLLARS AND SEVENTY-EIGHT CENTS ($991.78) per month plus seven per cent (7.0%) Florida Sales Tax; that said monthly rental has been paid through N/A 2011, and there is due and owing the total sum of $13,275.48 for rents through November 2011; that an assignment fee in the amount of $2,000.00 is due and payable to Lessor in connection with Lessor's consent to this assignment; and that the amount of the Security Deposit presently due to Lessor is TWO THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND THIRTY-FOUR CENTS ($2,975.34).

4. The parties acknowledge and agree that Lessee will be seeking, via a separate request that is not part of this "as is" assignment, (i) a request for an extension of the original development period for an

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additional ten (10) months to obtain the building permits and eight (8) months for construction of the improvements to the premises, and (ii) a request that the County release the Lessee from all obligations under the Lease Agreement from and after the effective date of the Assignment. All parties hereto acknowledge that this request for an extension of the development time and release is independent of this "as is" assignment and may or may not be granted by the Board of County Commissioners.

5. Agreement Binding. This Agreement shall be binding upon the successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements, and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease Agreement the day and year first above set forth.

WITNESSES:

LESSEE:
B & B, LLC

BY:
NAME: Rodney Parker
TITLE: Manager

ASSIGNEE:
TMB Lot 46, LLC

BY:
NAME: Wilfredo Valle
TITLE: Manager

LESSOR:
MIAMI-DADE COUNTY, by and through its Aviation Department

BY:
NAME: Miguel Southwell
TITLE: Deputy Aviation Director

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk